

**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE**

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

County of Champaign, Urbana, Illinois

Tuesday, September 8, 2015 – 6:30 p.m.

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

- I. Call To Order**
- II. Roll Call**
- III. Approval of Agenda/Addenda**
- IV. Public Participation**
- V. Communications**
- VI. Policy, Personnel, & Appointments**
- A. Mahomet Aquifer/Clinton Landfill Coalition
    - 1. Recommend Approval of Clinton Landfill Consent Decree 1-22
  - B. Appointments
    - 1. Craw Cemetery – 1 Unexpired Term Ending 6/30/2018 23
      - James Gady
    - 2. Acceptance of Resignation of Supervisor of Assessments 24
    - 3. Appointment of Interim Supervisor of Assessments 25
  - C. County Clerk
    - 1. August 2015 Report 26
  - D. Rural Transit Policies & Agreements
    - 1. Procurement Policy for Champaign County Rural Transportation 27-42
    - 2. Intergovernmental Agreement Between the County of Champaign & CUMTD 43-52
    - 3. Vehicle Lease Agreement Between the County of Champaign & CUMTD 53-63
  - E. County Administrator
    - 1. Administrative Services August 2015 Report 64-65
    - 2. Recommendation for Employee Health Insurance & Related Benefit Plans 66-76
  - F. Other Business
    - 1. Semi-Annual Review of Closed Session Minutes
  - G. Chair's Report
    - 1. Strategic Plan 77-79
  - H. Designation of Items to be Placed on the Consent Agenda
- VII. Justice & Social Services**
- A. ACCESS Initiative Presentation by Tracy Parsons

- B. Reentry Program Quarterly Report 80-81
- C. Monthly Reports – All reports are available on each department’s webpage through the department reports page at:  
<http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm>
1. Animal Control – July 2015
  2. Emergency Management Agency – August 2015
  3. Head Start – July 2015
  4. Probation & Court Services – July 2015
  5. Public Defender – July 2015
  6. Veterans’ Assistance Commission – July 2015
- D. Other Business
1. Semi-Annual Review of Closed Session Minutes
- E. Chair’s Report

**VIII. Finance**

- A. Treasurer
1. Monthly Report – August 2015 – Reports are available on the Treasurer’s Webpage at: <http://www.co.champaign.il.us/TREAS/reports.htm>
  2. Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 30-054-0009 82
  3. Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 29-050-0040 83
- B. Auditor
1. Monthly Report – August 2015 – Reports are available on the Auditor’s Webpage at: <http://www.co.champaign.il.us/Auditor/monthlyreports.htm>
- C. Nursing Home
1. Updated Report on FY2016 Budget 84-91
  2. Resolution Approving Nursing Home Rates for 2016 92-93
- D. Budget Amendments/Transfers
1. Budget Amendment 15-00038 94  
Fund/Dept. 850 Geographic Information System Joint Venture-111 GIS Consortium  
Increased Appropriations: \$5,812  
Increased Revenue: None: from Fund Balance  
Reason: Fiscal Year 2014 Expenditures that were Accrued to Fiscal Year 2015 Due to Late Payment.
  2. Budget Amendment 15-00039 95

- Fund/Dept. 080 General Corporate-026 Treasurer  
Increased Appropriations: \$3,929  
Increased Revenue: \$3,929  
Reason: Dept of Revenue did not Pay Full Treasurer Stipend in 2009 and 2010.  
Treasurer Association Sued State for difference in 2010. Treasurer Prevailed in  
Court Case No. 10-MR-718 3/17/15
3. Budget Amendment 15-00040 96  
Fund/Dept. 633 States Attorney Records Automation-041 States Attorney  
Increased Appropriations: \$5,000  
Increased Revenue: None: from Fund Balance  
Reason: for Purchase of High-Volume Scanner
4. Budget Amendment 15-00041 97  
Fund/Dept 080 General Corporate-077 Zoning & Enforcement  
Increased Appropriations: \$3,000  
Increased Revenue: None: from Fund Balance  
Reason: To cover the cost for a Second Engineering Inspection for Demolition  
Project
- E. Animal Control  
1. Request Approval of An Intergovernmental Agreement for Animal Impoundment Services for the City of Monticello 98-105
- F. County Clerk  
1. Request Approval of Illinois State Board of Elections Acceptance Agreement for Voting Access for Individuals with Disabilities Grant – VAID VI 106-108
- G. County Administrator  
1. FY 2015 General Corporate Fund Budget Projection Report *(to be distributed)*  
2. FY 2015 General Corporate Fund Budget Change Report *(to be distributed)*  
3. Recommendation for Non-Bargaining Employee Health Insurance Contributions 109-110  
4. FY2016 Non-Bargaining Salary Administration Recommendation 111-112  
5. FY2016 Budget Decision Points:  
a. Decision Points Document 113-114  
b. Proposed Levy Rate Chart 115  
c. General Corporate Fund Consolidated Budget 116-122  
d. Summary of Optimal Operations Planning Documents 123  
6. Request Approval for Contract with Bellwether, LLC for Court Security Fee Review 124-129  
7. Request Approval of Award of Contract to Clifton Larson Allen for Financial Auditing Services for Champaign County 130-142
- H. Other Business  
1. Semi-Annual Review of Closed Session Minutes

I. Chair's Report

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

K. Closed Session pursuant to 5 ILCS 120/2(c)1 to consider employment and compensation of specific employees of Champaign County and pursuant to 5 ILCS 120/2(c)2 to consider collective negotiating matters between Champaign County and its employees and their representatives.

**IX. Other Business**

**X. Adjournment**

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

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

To: James Quisenberry, Deputy Chair and Members of the Policy, Personnel & Appointments Committee of the Whole  
From: Susan Monte, Planner  
Date: August 31, 2015  
Subject: Proposed Consent Decree for the Clinton Landfill

Action Requested: Recommend County Board Approval

A proposed consent decree has been drafted between Illinois Attorney General Lisa Madigan, Clinton Landfill, Inc., and 14 local government agencies, which comprise the Mahomet Aquifer Coalition. Each Coalition member local government agency has been asked to review and take action on the proposed agreement. If approved by all parties, the consent decree would resolve the pending litigation regarding the disposal of certain hazardous materials in a landfill located above the Mahomet Aquifer.

The Mahomet Aquifer is the primary source of drinking water for nearly 750,000 people in 14 Illinois counties.

Attachment A contains text of the proposed Consent Decree as of August 21, 2015.

Key points<sup>1</sup> of the proposed Consent Decree are:

1. Clinton Landfill, Inc. agrees to withdraw its application before the United States Environmental Protection Agency for approval to accept Polychlorinated Biphenyl (PCB) waste regulated by the Federal Toxic Substance Control Act in the chemical waste unit at the Clinton Landfill. They further agree not to seek future approval to dispose of said PCB waste in any landfill facility located anywhere in DeWitt County over the Mahomet Aquifer.
2. Clinton Landfill, Inc. agrees to not accept additional Manufactured Gas Plant (MGP) waste with chemical constituents in concentrations exceeding state regulatory limits for toxicity in the chemical waste unit. They also agree to not seek future permission from any regulatory body to accept such MGP waste at any landfill facility located anywhere in DeWitt County over the Mahomet Aquifer.
3. Clinton Landfill, Inc. agrees to cover the MGP waste already disposed of in the chemical waste unit (pursuant to an earlier Illinois EPA approval) with a 12 inch layer of impermeable clay soils. This is to prevent water and other liquids from other waste subsequently disposed of on top of the MGP waste from leaking into the MGP waste.

4. Clinton Landfill, Inc. agrees to have properly licensed environmental testing professionals test the groundwater at Clinton Landfill for the presence of toxic chemicals commonly found in MGP wastes on a semiannual basis. Tests are to be conducted for the remaining operational life of the chemical waste unit and for the post-closure period of time (under current law a minimum of 30 years) and to provide those test results to the Illinois Environmental Protection Agency (EPA).
5. The State of Illinois, through the Illinois Attorney General's Office and the Illinois EPA, reserve the right to pursue any future criminal or civil violations related to any future contamination of the environment from the MGP wastes already accepted at Clinton Landfill, and any remedies available under the law, including but not limited to the removal of the waste material causing the contamination.

Attachment A: Proposed Consent Decree as of August 21, 2015

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1. Key points are from the City of Champaign summary provided at <http://ci.champaign.il.us/departments/public-works/residents/the-mahomet-aquifer/>
  2. Full discussion held at the Urbana City Council Meeting provided at: [http://www2.city.urbana.il.us/Scripts/CouncilVideo/Video.asp?v=/\\_Video/City\\_Council/2015/20150824](http://www2.city.urbana.il.us/Scripts/CouncilVideo/Video.asp?v=/_Video/City_Council/2015/20150824)

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
DEWITT COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* LISA MADIGAN, Attorney )  
General of the State of Illinois, )

Plaintiff, )

v. )

No.

CLINTON LANDFILL, INC., an Illinois )  
corporation, )

Defendant. )

Consolidated with

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MAHOMET VALLEY WATER AUTHORITY, )  
CITY OF CHAMPAIGN, ILLINOIS, a municipal )  
corporation, DONALD R. GERARD, )  
CITY OF URBANA, ILLINOIS, a municipal corporation, )  
LAUREL LUNT PRUSSING, )  
CITY OF BLOOMINGTON, ILLINOIS, )  
a municipal corporation, COUNTY OF CHAMPAIGN, )  
ILLINOIS, COUNTY OF PIATT, ILLINOIS, )  
TOWN OF NORMAL, ILLINOIS, a municipal )  
corporation, VILLAGE OF SAVOY, ILLINOIS, )  
a municipal corporation, and CITY OF DECATUR, )  
ILLINOIS, a municipal corporation, CITY OF )  
MONTICELLO, ILLINOIS, a municipal corporation, )  
CITY OF TUSCOLA, ILLINOIS, a municipal corporation, )  
VILLAGE OF FORSYTH, ILLINOIS, a municipal )  
corporation, COUNTY OF McLEAN, ILLINOIS, )  
COUNTY OF MACON, ILLINOIS, and )  
DEBORAH FRANK-FEINEN, )

Plaintiffs, )

v. )

No.

CLINTON LANDFILL, INC., an Illinois )  
corporation, )

Defendant. )

## **CONSENT ORDER**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois and the Illinois Environmental Protection Agency (“Illinois EPA”) (together, the “State”), and Defendant, CLINTON LANDFILL, INC., an Illinois corporation (“CLI”); and Plaintiffs, MAHOMET VALLEY WATER AUTHORITY, CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, DONALD R. GERARD, CITY OF URBANA, ILLINOIS, a municipal corporation, LAUREL LUNT PRUSSING, CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF CHAMPAIGN, ILLINOIS, COUNTY OF PIATT, ILLINOIS, TOWN OF NORMAL, ILLINOIS, a municipal corporation, VILLAGE OF SAVOY, ILLINOIS, a municipal corporation, CITY OF DECATUR, a municipal corporation, CITY OF MONTICELLO, ILLINOIS, a municipal corporation, CITY OF TUSCOLA, ILLINOIS, a municipal corporation, VILLAGE OF FORSYTH, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, COUNTY OF MACON, ILLINOIS, and DEBORAH FRANK-FEINEN, (individually and collectively, the “Local Governmental Plaintiffs”) and Defendant CLI; (collectively, “Parties to the Consent Order”) have agreed to the making of this Consent Order and submit it to this Court for approval.

### **I. INTRODUCTION**

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court’s entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1 *et seq.* (2014), and Illinois Pollution Control Board (“Board”) regulations alleged in the State’s



Complaint except as otherwise provided herein. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding nuisance alleged in the Local Governmental Plaintiffs' Complaint except as otherwise provided herein. It is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter.

**A. Parties and Background**

1. On the same date as entry of this Consent Order, a Complaint was filed on behalf of the People of the State of Illinois *ex rel.* Lisa Madigan, Attorney General of the State of Illinois, on her own motion pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2014), against CLI.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2014).

3. On the same date as entry of this Consent Order, a Complaint was filed by the Local Governmental Plaintiffs against CLI alleging the existence of a nuisance.

4. At all times relevant to the Complaints, CLI was and is an Illinois corporation in good standing with the Illinois Secretary of State's Office.

5. CLI owns and operates a municipal solid waste and special waste landfill located at 9550 Heritage Road, Clinton, unincorporated DeWitt County, Illinois ("Clinton Landfill 3" or "Facility").

6. Clinton Landfill 3 consists of two parts: a 135-acre municipal solid waste unit ("MSWU") and a 22.5-acre portion of Clinton Landfill 3 referred to as of the date of entry of this Consent Order as the Chemical Waste Unit ("CWU"), located within the boundaries of the Facility (and for purposes of this Consent Order, Clinton Landfill 3 consists of the land legally

described in Exhibit A, a copy of which is attached hereto and incorporated by reference into this Consent Order).

7. On November 9, 2012, a complaint was filed with the Illinois Pollution Control Board (“Board”) titled Mahomet Valley Water Authority, City of Champaign, Donald R. Gerard, City of Urbana, Laurel Lunt Prussing, City of Bloomington, County Of Champaign, County Of Piatt, Town of Normal, Village Of Savoy, and City of Decatur, v. Clinton Landfill, Inc., PCB 13-22 (the “Mahomet Valley et al. case” and the “Mahomet Valley et al. case Parties”).

8. On February 7, 2013, the People of the State of Illinois by Attorney General Lisa Madigan intervened in the Mahomet Valley et al. case.

9. On September 19, 2013, the Board granted CLI’s Motion to Dismiss in the Mahomet Valley et al. case.

10. The Mahomet Valley et al. case Parties (Case No. 4-14-0002), and Intervenor the People of the State of Illinois (Case No. 4-14-0020), timely filed appeals with the Fourth District Court of Appeals. At this time, briefing on the appeals is complete and oral argument has been scheduled.

11. On August 28, 2014, CLI filed with the Board a Petition for Review of Permit based on an Illinois EPA-initiated modification (“Modification 47”) of Landfill Permit No. 2005-070-LF. Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case No. PCB 15-60.

12. Subsequent modifications of Landfill Permit No. 2005-070-LF have necessitated additional petition filings with the Board because the language from Modification 47 was incorporated into each subsequent modification. Clinton Landfill, Inc. v. Illinois Environmental

Protection Agency, Case Nos. PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 16-34.

**B. Definitions**

For the purposes of this Consent Order, the following definitions shall apply:

1. “Manufactured Gas Plant Source Material (“MGP Source Material”)” shall mean any waste generated from the remediation of an MGP site or facility, the analysis of which, if it were tested using Method 1311 (Toxicity Characteristic Leaching Procedure in “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods,” USEPA Publication Number EPA 530/SW-846), would demonstrate that the waste exceeds the regulatory levels for any contaminant given in the table contained in 40 C.F.R. 261.24(b) and 35 Ill. Adm. Code 721.124(b).

2. “Toxic Substances Control Act-polychlorinated biphenyls (“TSCA-PCBs”)” shall mean wastes containing PCBs that are required by the Toxic Substances Control Act to be disposed of in a Chemical Waste Landfill as defined in 40 C.F.R. 761.3.

3. The “Sole Source Aquifer” shall mean the Mahomet Sole Source Aquifer Area as designated by the USEPA effective on March 11, 2015 (as published in 80 Fed. Reg. 14370 (March 19, 2015)).

**C. Allegations of Non-Compliance**

The State contends that CLI has violated the following provisions of the Act and Board Waste Disposal regulations related to the Facility:

Count I: Waste Disposal in Violation of the Act, in violation of Section 21(d)(2) and (e) of the Act, 415 ILCS 5/21(d)(2) and (e) (2014), and Section 812.105 of the Board Waste Disposal Regulations, 35 Ill. Adm. Code 812.105.

Local Governmental Plaintiffs contend that CLI has created a public nuisance related to the disposal of MGP Source Material at the Facility.

**D. Consolidation**

On the same date as entry of this Consent Order, the case involving the Local Governmental Plaintiffs' Complaint was consolidated into the case involving the State's Complaint by the Court, on the Agreed Motion to Consolidate filed by the Parties to the Consent Order.

**E. Non-Admission of Violations**

CLI represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, CLI does not affirmatively admit the allegations of violation within the Complaints and referenced above, and this Consent Order shall not be interpreted as including such admission.

**II. APPLICABILITY**

A. This Consent Order shall apply to and be binding upon the Parties to the Consent Order and shall constitute a covenant running with the real property that is the site of Clinton Landfill 3 (*see* Exhibit A) and thereby apply to and be binding upon all successors in ownership or interest to said real property. The Parties to this Consent Order agree that it shall be filed for record in the office of the DeWitt County Clerk and Recorder. CLI waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order.

B. No change in ownership, corporate status or operator of the Facility shall in any way alter the responsibilities of CLI or the State under this Consent Order. CLI shall provide a copy of this Consent Order to any purchaser of the Facility or successor in interest to CLI as owner of the Facility. This provision does not relieve CLI from compliance with any regulatory requirement regarding notice and transfer of applicable Facility permits.

### **III. JUDGMENT ORDER**

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

#### **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

##### **A. CLI's Commitments**

1. Within seven (7) days of entry of this Consent Order, CLI shall move to dismiss the permit appeals currently pending before the Board, Clinton Landfill, Inc. v. Illinois Environmental Protection Agency, Case Nos. PCB 15-60, PCB 15-76, PCB 15-111, PCB 15-113, PCB 15-166, PCB 15-194, PCB 15-195, PCB 15-207, and PCB 16-34.

2. On May 29, 2015, CLI filed a withdrawal of its request with the United States Environmental Protection Agency ("USEPA") for approval to dispose of TSCA-PCBs at the CWU at Clinton Landfill 3. CLI shall not submit an application to USEPA at any time in the future for approval to dispose of TSCA-PCBs at or within the boundaries of the real estate presently known as Clinton Landfill 3.

3. As of the date of entry of this Consent Order and until such time as CLI meets all the requirements set forth in the Permit 2005-070-LF, including closure and post-closure care, CLI shall not seek to obtain approval to accept TSCA-PCBs at the Facility.

4. As of the date of entry of this Consent Order and until such time as CLI meets all the requirements set forth in the Permit 2005-070-LF, including closure and post-closure care, CLI shall not accept for disposal at or within the boundaries of the real estate presently known as Clinton Landfill 3, any MGP Source Material.

5. a. Notwithstanding any subsequent modifications to Permit 2005-070-LF, CLI shall at a minimum, semi-annually monitor groundwater monitoring wells located downgradient of Cell CWU-1A, namely: G40M, G40D, G40R, G47M, G47D, G47R, G48M, G48D, G48R, G49S, G49M, G49D, G49R, G50S, G58M, G58D, G59D, and G59R at the Facility for the following parameters:

- a) Acenaphthene
- b) Acenaphthylene
- c) Anthracene;
- d) Benzene;
- e) Benzo(a)anthracene
- f) Benzo(a)pyrene
- g) Benzo(b)fluoranthene
- h) Benzo(ghi)perylene
- i) Benzo(k)fluoranthene
- j) Chrysene
- k) Pentachlorophenol
- l) Dibenzo(a,h)anthracene
- m) Ethylbenzene
- n) Fluoranthene
- o) Indeno(1,2,3-cd)pyrene
- p) Naphthalene
- q) Phenanthrene
- r) Pyrene
- s) Toluene
- t) Xylenes-Total

b. The requirements in Paragraph III.A.5 shall remain in effect until such time as CLI completes closure and post-closure care, as required in conformity with all applicable permits, statutes, and Board regulations.

c. Laboratory analysis of the groundwater monitoring conducted pursuant to this Paragraph III.A.5 shall be performed and reported by a laboratory that holds NELAP/TNI (National Environmental Laboratory Accreditation Program/The NELAC Institute) or equivalent certification. The Parties acknowledge that the Illinois EPA has the existing legal authority to split samples with CLI and to conduct testing at Clinton Landfill 3.

6. As of the date of entry of this Consent Order, CLI shall comply with all terms and conditions of Illinois EPA Landfill Permit No. 2005-070-LF, currently and as modified.

7. This Consent Order in no way affects the responsibilities of CLI to comply with any other federal, state or local laws or regulations, including but not limited to the Act.

8. The existing MGP Source Material within the CWU is currently covered with a minimum of 12 inches of clean soil as an “intermediate cover,” as is required by the Illinois EPA regulations. In addition to and directly above that intermediate cover layer, CLI shall place an additional 12 inches of clean, select clayey soil of the same type that has proven to meet the Illinois EPA low permeability requirements for landfill cell compacted clay liner construction (low permeability compacted cohesive earth liner with hydraulic conductivity no greater than  $1 \times 10^{-7}$  cm/sec). CLI or its contractor shall compact the additional 12 inches of said select clayey soil using the same equipment and methods utilized when constructing compacted clay liners for landfill cells. This relatively impermeable cap will minimize if not prevent altogether “new” water from coming into contact with the MGP Source Material. The existing leachate collection system beneath the MGP Source Material will ensure that any liquid that might be released from the MGP Source Material over time will be effectively collected and removed for proper management.

9. CLI shall not accept for disposal, apply for permits or authority to dispose, or file or seek to obtain local siting approval pursuant to Section 39.2 of the Act from the DeWitt County Board (or from the governing body of a municipality if in an incorporated area in the future) for the disposal of TSCA-PCBs or MGP Source Material on any real estate that is located over the Sole Source Aquifer in DeWitt County, Illinois, at any time.

10. CLI shall seek to have Landfill Permit No. 2005-070-LF modified by the Illinois EPA consistent with the terms of this Consent Order.

**B. State's Stipulations**

1. The State stipulates that it is resolving the allegations of its Complaint filed herein without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, based on the violations alleged in the Complaint filed herein.

2. The State stipulates that CLI is not required to obtain any additional local siting approval from the DeWitt County Board for the CWU, provided that the CWU is not used for the disposal of MGP Source Material or TSCA-PCBs after the date of entry of this Order, and hereafter the CWU only accepts municipal solid waste, non-hazardous special waste, certified non-special wastes, and such other wastes that CLI is permitted to accept at the MSWU at the Facility.

3. Within seven (7) days of entry of this Consent Order, the State shall move to dismiss its appeal in Case No. 4-14-0020 filed with the Fourth District Court of Appeals.

**C. Local Governmental Plaintiffs' Stipulations**

1. The Local Governmental Plaintiffs stipulate that each of them is resolving the allegations of their Complaint filed herein without requiring CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility, and the Local Governmental Plaintiffs



stipulate that each of them will never require CLI to exhume the MGP Source Material currently disposed of in the CWU at the Facility.

2. Within seven (7) days of entry of this Consent Order, the Mahomet Valley et al. case Parties shall move to dismiss their appeal in Case No. 4-14-0002 filed with the Fourth District Court of Appeals.

3. a. On July 14, 2015, the MAHOMET VALLEY WATER AUTHORITY repealed its Ordinance No. 68.

b. The MAHOMET VALLEY WATER AUTHORITY shall adopt no ordinance prior to January 1, 2016, that concerns the subject matter at issue in repealed Ordinance No. 68; provided, however, that nothing herein shall prohibit the MAHOMET VALLEY WATER AUTHORITY from taking legislative action that concerns the subject matter of repealed Ordinance No. 68 prior to January 1, 2016, in the event: (i) CLI files a significant permit modification request seeking a substantial change in the operations, design or regulated status of the Facility that would allow the Facility to dispose of wastes which are not currently allowed under RCRA Subtitle D regulations; or (ii) CLI seeks approval to dispose of new waste stream(s) at the Facility for which it does not have permit authority as of the date of this Consent Order. If this Paragraph III.C.3.b is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions in this Consent Order shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

c. CLI shall have the right to enforce the requirements in this Paragraph III.C.3 against the MAHOMET VALLEY WATER AUTHORITY alone; the other Parties shall not be joined in any such enforcement action.

4. The COUNTY OF CHAMPAIGN, ILLINOIS and the COUNTY OF McLEAN, ILLINOIS each agree that if it is presented with an application for the siting and development of a transfer station and recycling center by CLI or any of its affiliates, such COUNTY will consider in good faith whether same is consistent with the solid waste management plan adopted by the COUNTY in accordance with the Local Solid Waste Disposal Act and/or the Solid Waste Planning and Recycling Act.

**D. Enforcement and Modification of Consent Order**

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The Parties to the Consent Order agree that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

**E. Dispute Resolution**

The Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order. The Parties to the Consent Order reserve the right to seek enforcement by

the Court where any other party has failed to satisfy any compliance deadline or has violated any provision within this Consent Order.

**F. Notice and Submittals**

The submittal of any notice or other documents required under this Consent Order shall be delivered to the following designated representatives:

As to the State Plaintiffs

Stephen J. Sylvester  
Jennifer A. Van Wie  
Assistant Attorneys General  
Environmental Bureau  
Illinois Attorney General's Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602

James Jennings  
Assistant Counsel, Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Steve Nightingale  
Manager, Bureau of Land, Permits Section  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

As to CLI

Brian Meginnes  
Janaki Nair  
Elias, Meginnes & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602-1611

Royal J. Coulter, President  
Clinton Landfill, Inc.  
4700 N. Sterling Avenue  
Peoria, Illinois 61615

As to Local Governmental Plaintiffs

City of Champaign  
City Attorney  
Office of City Attorney  
102 N. Neil Street  
Champaign, Illinois 61820

City of Champaign  
City Manager  
Office of City Manager  
102 N. Neil Street  
Champaign, Illinois 61820

Town of Normal  
Corporation Counsel  
Office of Corporation Counsel  
11 Uptown Circle  
Normal, Illinois 61761

Town of Normal  
City Manager  
Office of City Manager  
11 Uptown Circle  
Normal, Illinois 61761

City of Decatur  
Corporation Counsel  
Office of Corporation Counsel  
Decatur Civic Center  
1 Gary K. Anderson Plaza – 3rd Floor  
Decatur, Illinois 62523

City of Decatur  
City Manager  
Office of City Manager  
Decatur Civic Center  
1 Gary K. Anderson Plaza – 3rd Floor  
Decatur, Illinois 62523

**G. Release from Liability**

In consideration of CLI's commitments as set forth in Section III.A., the State and the Local Governmental Plaintiffs release, waive and discharge CLI from any liability, penalties,

and/or fines for the violations of the Act or in nuisance, respectively, that were the subject matter of the Complaints or are otherwise addressed herein. The release set forth above does not extend to any matters other than those expressly specified in the Complaints filed on the same date as entry of this Consent Order, or in this Consent Order. The State and the Local Governmental Plaintiffs reserve, and this Consent Order is without prejudice to, all rights of the State of Illinois and the Local Governmental Plaintiffs against CLI with respect to all matters not expressly addressed herein, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. CLI's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois or the Local Governmental Plaintiffs may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than CLI.

#### **H. Execution and Entry of Consent Order**

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

**FOR THE STATE PLAINTIFF:**

PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* LISA MADIGAN  
Attorney General of the State of Illinois

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

LISA BONNETT, Director  
Illinois Environmental Protection Agency

BY: \_\_\_\_\_  
ELIZABETH WALLACE, Chief  
Assistant Attorney General  
Environmental Bureau

BY: \_\_\_\_\_  
JOHN J. KIM  
Chief Legal Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR THE LOCAL GOVERNMENTAL  
PLAINTIFFS:**

MAHOMET VALLEY WATER  
AUTHORITY

CITY OF CHAMPAIGN, ILLINOIS, a  
municipal corporation

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DONALD R. GERARD

LAUREL LUNT PRUSSING

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF URBANA, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF CHAMPAIGN, ILLINOIS

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF PIATT, ILLINIOS

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

TOWN OF NORMAL, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

VILLAGE OF SAVOY, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF DECATUR, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF MONTECELLO, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF TUSCOLA, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

VILLAGE OF FORSYTH, ILLINOIS, a municipal corporation

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF McLEAN, ILLINOIS

COUNTY OF MACON, ILLINOIS

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DEBORAH FRANK-FEINEN

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

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR CLI:**

CLINTON LANDFILL, INC.

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Title of Signatory

DATE: \_\_\_\_\_

**IT IS SO ORDERED.**

**ENTERED:**

\_\_\_\_\_  
**JUDGE**

DATE: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION OF SITE (Clinton Landfill No. 3)

The approximately 269 acre site is located approximately 2 miles south of Clinton, Illinois east of U.S. Highway 51, in Texas Township, DeWitt County, Illinois. The site is legally described as follows:

Part of the Northeast Quarter and the Southeast Quarter of Section 10, Township Nineteen (19) North, Range Two (2) East; the Northwest Quarter and the Southwest Quarter of Section 11, Township Nineteen (19) North, Range Two (2) East; and the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 14, Township Nineteen (19) North, Range Two (2) East, all situated in Dewitt County, Illinois and more particularly described as follows;

Commencing at the Southwest corner of the Northeast Quarter of said Section 10; thence N.88°36'34"E., 345.56 feet along the South line of the Northeast Quarter of said Section 10 to the Point of Beginning; thence N.0°00'05"W., 63.49 feet to the Northerly Right of Way line of a township road; thence S.89°59'55"W., 60.00 feet along the said Northerly Right of Way line; thence S.17°16'48" W., 47.13 feet along the said Northerly Right of Way line; thence N.87°43'00"W., 124.87 feet along said Northerly Right of way to the Easterly Right of Way line of F.A. Route 412 (US Route 51); thence N.0°19'42"E., 82.61 feet along said Easterly Right of Way line; thence N.5°22'57"W., 100.50 feet along said Easterly Right of Way line; thence N.0°19'42"E., 88.93 feet along said Easterly Right of Way line; thence N.88°36'34"E., 2530.01 feet to the East line of the Northeast Quarter of said Section 10; thence N.88°25'40"E., 204.15 feet to the East Right of Way line of the now abandoned Illinois Central Gulf Railroad; thence S.0°20'22"E., 300.05 feet along the said East Right of Way to the North line of the Southwest Quarter of said Section 11; thence N.88°25'40"E., 2444.08 feet along the North line of the Southwest Quarter of said Section 11 to the iron pin at the Northeast corner of the Southwest Quarter of said Section 11; thence S.0°11'27"W., 1319.68 feet along the East line of the Northeast Quarter of the Southwest Quarter of said Section 11 to the iron pin at the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 11; thence S.0°20'57"W., 1336.42 feet along the East line of the Southeast Quarter of the Southwest Quarter of said Section 11 to the iron pin at the Southeast Corner of the Southwest Quarter of said Section 11; thence S.0°29'23"W., 196.82 feet along the West line of the Northwest Quarter of the Northeast Quarter of said Section 14; thence S.37°48'15"E., 884.21 feet; thence South, 427.15 feet to the South line of the Northwest

Quarter of the Northeast Quarter of said Section 14; thence S.88°41'09"W., 549.84 feet along the South line of the Northwest Quarter of the Northeast Quarter of said Section 14 to the iron pin at the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence S.88°34'49"W., 1167.00 feet along the South line of the North Half of the Northwest Quarter of said Section 14; thence N.65°24'32"W., 1454.56 feet; thence West, 143.42 feet; thence N.0°20'22"W., 298.81 feet; thence N.0°20'22"W., 2805.20 feet; thence N.45°45'22"W., 222.93 feet; thence S.88°23'08"W., 950.46 feet; thence S.12°26'12"W., 316.59 feet; thence N.76°33'13"W., 1149.56 feet; thence N.0°00'05"W., 96.51 feet to the Point of Beginning and containing 268.804 acres more or less.

Part of 12-10-400-003

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: James M Gady

ADDRESS: 528 CR 700N Sadorus IL 61872  
Street City State Zip Code

EMAIL: jjgady3@yahoo.com PHONE: (217) 417-6474

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Craw Cemetary Trustee

BEGINNING DATE OF TERM: unexpired ENDING DATE: 6/30/18

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

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

I have lived near Craw cemetary my whole life & have some family buried there. I have also helped my dad care for the Sadorus Cemetary for many years now.

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

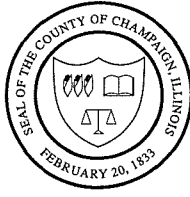
I know John Hadden previously ~~care~~ cared for Craw cemetary for its mowed, trimming, etc. Jim Reifsteck took this over this year. I am not aware of any property holdings. Seven staff members at the moment, not sure of taxes & fees.

3. 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 appointed 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

James M Gady  
Signature

8/15/15  
Date



## CHAMPAIGN COUNTY ASSESSMENT OFFICE

1776 East Washington Street  
Urbana, Illinois 61802-4581  
(217) 384-3760 • FAX (217) 384-3762  
Monday-Friday 8:00 a.m.-4:30 p.m.  
<http://www.co.champaign.il.us/ccao>

August 28, 2015

Ms. Deb Busey  
Champaign County Administrator  
Brookens Administrative Center  
1776 E. Washington St.  
Urbana, IL 61802-4581

RE: Retirement

Ms. Busey:

Please be advised that I will be retiring from my position as Champaign County Supervisor of Assessments effective September 18, 2015.

It has been a privilege to have served Champaign County for the last 18 years.

I will do anything I can to assist in the transition.

Respectfully,

Stan Jenkins  
Supervisor of Assessments

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION APPOINTING INTERIM SUPERVISOR OF ASSESSMENTS  
For CHAMPAIGN COUNTY**

WHEREAS, pursuant to the resignation of Stan Jenkins, Champaign County Supervisor of Assessments, the office of Supervisor of Assessments has become vacant on September 18, 2015; and

WHEREAS, Joseph Meents is a Certified Illinois Assessing Official as certified from the Illinois Property Assessment Institute, and has completed additional training required under 35 ILCS 200/4-10; and

WHEREAS, the Champaign County Board seeks to appoint Joseph Meents as Interim Champaign County Supervisor of Assessments.

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County that Joseph Meents be appointed as Interim Champaign County Supervisor of Assessments to serve the unexpired term of Stan Jenkins to November 30, 2015, or until the current vacancy in the appointment of Champaign County Supervisor of Assessments is filled by the County Board Chair, with the advice and consent of the County Board, whichever is earlier; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that Joseph Meents will receive a 10% salary increase for the period in which he acts as Interim Champaign County Supervisor of Assessments; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that the County Clerk of the County of Champaign is hereby directed to forward two certified copies of this Resolution to the Illinois Department of Revenue.

PRESENTED, PASSED, APPROVED and RECORDED this 17<sup>th</sup> day of September. A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

ATTEST:

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



**Gordy Hulten**  
**Champaign County Clerk**  
Champaign County, Illinois

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

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

**COUNTY CLERK**  
**MONTHLY REPORT**  
**AUGUST**  
**2015**

Liquor Licenses & Permits	28.00
Civil Union Licenses	0.00
Marriage License	8,540.00
Interests	36.44
State Reimbursements	-
Vital Clerk Fees	26,384.70
Tax Clerk Fees	3,499.92
Refunds of Overpayments	9.05
<b>TOTAL</b>	<b>38,498.11</b>
Additional Clerk Fees	1,762.00

**TO:** Champaign County Committee of the Whole (Policy Committee)  
**FROM:** Rita Morocoima-Black, CCRPC / CUUATS Planning and Community Development Director  
Zoe Keller, CCRPC / Champaign County Program Compliance and Oversight Monitor (PCOM)  
**DATE:** September 8<sup>th</sup>, 2015  
**RE:** Procurement Policy for Champaign County Rural Public Transportation, Intergovernmental Agreement between the County of Champaign and Champaign-Urbana Mass Transit District, and Vehicle Lease Agreement between the County of Champaign and Champaign-Urbana Mass Transit District

**REQUESTED ACTION:** Approve the three attached documents related to Champaign County Area Rural Transit System (C-CARTS).

**BACKGROUND:**

**PROCUREMENT POLICY FOR CHAMPAIGN COUNTY RURAL TRANSPORTATION**

An IDOT compliance review of CRIS Rural Mass Transit District (Champaign County's former rural operator) noted changes which needed to be made to the procurement policy based on the Federal Transit Administration's (FTA) guidelines. Although the review took place in April 2014, CCRPC did not receive the results until July 2015. As such, some of the changes requested by IDOT also apply to the current Champaign County Rural Public Transportation Procurement Policy which was approved in July 2014.

In order to achieve compliance with FTA and IDOT grant requirements, the following remedies were offered and are applicable to the current procurement policy:

- Remove the current policy statement that permits local officials to waive the applicability of Buy America. Local officials do not have the authority to waive these provisions;
- Outline specific use of the SAM system as a critical element in award of contracts to only "responsible" vendors;
- Ensure that Brooks Act evaluation and selection methods are not used in competitively negotiated procurements of other than A/E (Architectural & Engineering) services. FTA does not permit this qualifications-only based method for non-A/E services

These three issues have been addressed in the updated Champaign County Rural Public Transportation Procurement Policy enclosed, and no other changes were made to the policy.

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND CUMTD

C-CARTS is currently operating under a temporary Intergovernmental Agreement (IGA) which covers only the first quarter of FY2016. The reason for this temporary agreement was the possibility of budget cuts which could affect C-CARTS' minimum service days and hours. On August 12<sup>th</sup>, Champaign County received from IDOT the FY2016 Grant Agreement for provision of rural transportation services in Champaign County for partial execution, with a combined 5311/Downstate Operating Assistance Program (DOAP) funding total of \$852,771 and a 65% reimbursement rate. While the Governor has not signed legislation to guarantee the DOAP appropriation of \$698,900, the 65% reimbursement rate will allow C-CARTS to continue operations at the current level.

The most notable change to the document is Section VII part D, "Vehicle Maintenance." The current rate for maintenance services is noted, as well as increases for the next two fiscal years. This IGA will become effective October 1<sup>st</sup>, 2015 and will continue through June 30<sup>th</sup>, 2018.

### VEHICLE LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND CUTMD

The most notable change to the Vehicle Lease Agreement is the addition of eight new vehicles, which have been added to C-CARTS' fleet as the result of two Consolidated Vehicle Procurement (CVP) applications prepared by CCRPC staff in calendar years 2013 and 2014. The addition of these vehicles brings the fleet to 16. Other additions to the Vehicle Lease Agreement are the grant and contract numbers corresponding to the eight new vehicles.

This vehicle lease agreement has the same term as the IGA, October 1<sup>st</sup>, 2015 through June 30<sup>th</sup>, 2018.



**PROCUREMENT POLICY  
CHAMPAIGN COUNTY RURAL PUBLIC TRANSPORTATION**

**PROCUREMENT STANDARDS**

1. Champaign County shall maintain procurement policies and procedures that ensure that contractors and vendors perform in accordance with the terms, conditions and specifications of their contracts, agreements, and/or purchase orders. This procurement policy covers all procurement activities of Champaign County rural public transportation.
  
2. No employee, officer or agent of the Champaign County shall participate in the selection or in the award or administration of a contract or agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization that employs any of the above has a financial or other interest in the firm selected for an award. Champaign County officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, contractors, potential contractors or parties to contracts or agreements. Violation of this standard by an officer, employee or agent will result in sanctions or disciplinary action as determined by Champaign County.
  - A. For the purposes of this policy, the term "immediate family" includes husband, wife, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, step father, step mother, step son, step daughter, grandmother, grandfather, grand son, grand daughter.
  
3. No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of a contract or to any benefit arising there of.
  
4. Purchases of unnecessary or duplicative items shall be prohibited. Champaign County will consolidate procurements, when possible, to obtain more economical purchases. Where appropriate, an analysis shall be made of lease versus purchase alternatives to determine the most economical approach.
  
5. When possible and appropriate, Champaign County shall enter into local intergovernmental or interagency agreements for procurement or use of common goods and services in order to foster greater economy and efficiency.

6. Champaign County shall use State and/or Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
7. Champaign County will make awards only to responsible contractors or vendors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor/vendor integrity, compliance with public policy, record of past performance, and financial and technical resources. Champaign County will utilize the System for Awards Management (SAM) to ensure that contractors or vendors are not part of the Excluded Parties List System (EPLS).
8. Champaign County will maintain records for a minimum of five years that are sufficient to detail the significant history of a procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract/agreement type, contractor/vendor selection or rejection, and the basis for the contract/agreement price.
9. Champaign County will use time and material type contracts/agreements only after determination that no other contract or agreement is suitable and only if the contract or agreement includes a ceiling price that the contractor/vendor exceeds at its own risk.

## COMPETITION

1. Procurement transactions shall be conducted in a manner providing full and open competition. Champaign County will avoid the following situations considered to be restrictive of competition:
  - Placing unreasonable requirements on firms as a means to give unfair advantage to specific firms while excluding others.
  - Requiring unnecessary experience and excessive bonding.
  - Noncompetitive pricing practices between firms or between affiliated companies.
  - Noncompetitive awards to consultants that are on retainer contracts.
  - Organizational conflicts of interest.
  - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement.
  - Any arbitrary action in the procurement process.

2. Champaign County will not statutorily or administratively impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable State and Federal statutes expressly mandate or encourage geographic preferences. When contracting for administrative/management services and architectural/engineering services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. Champaign County will use Brooks Act evaluation and selection methods for Architectural and Engineering related services including program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, and architectural related services. This qualifications-only based method will not be used in the procurement of any non-A/E service.

34. Selection procedures for procurement transactions shall:

- Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand shall be clearly stated.
- Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

45. All pre-qualified lists of persons, firms, or products that are used in acquiring goods and services shall be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders/vendors shall not be precluded from qualifying during the solicitation period.

56. "Buy America" requirements shall be followed for all applicable federally funded projects (i.e. Section 5311 operating assistance). When "Buy America" requirements are followed, contractors/vendors must use domestic construction materials in

preference to non-domestic material if it is priced no more than six percent higher than the bid or offered price of the non-domestic material, including all costs of delivery and any applicable duty, whether or not assessed. ~~Champaign County may waive the "Buy America" provisions based on factors the award official considers relevant, including the following: such use is not in the public interest; the cost is unreasonable; available resources are not sufficient to implement the provision; or the articles, materials or supplies are not manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project.~~

## METHODS OF PROCUREMENT

1. Procurement by Micro and Small Purchase Procedures: The following procedures shall be used for securing all services, supplies or other property that has an estimated cost of less than \$30,000:

A. Micro Purchases Of Less Than \$3,000:

- Price or rate quotations are not required for any purchase of services, supplies or materials under \$3,000 in value.
- Public advertising and/or competitive bidding is not required and contracts/agreements may be negotiated.
- Effort should be made to secure such services, supplies or materials by the most economical and fiscal responsible method.
- The maximum period of performance may not exceed five (5) years.
- All micro purchases
- Every micro purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.
- Micro purchases are exempt from FTA's Buy America requirements. Davis Beacon prevailing wage requirements, however will apply to construction contracts exceeding \$2,000 even though the recipient uses micro-purchase procurement procedures.
- The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBE's, small and minority firms and Women's Business Enterprises in Champaign County's federally assisted procurements.

B. Small Purchases between \$3,000 and \$30,000:

- Price or rate quotations (informal bids) for any purchase of services, supplies or materials valued between \$3,000 and \$30,000 must be obtained from at least three qualified sources.
- Small purchases must be approved in writing by the following Champaign County Employee:
  - Champaign County Budget and Human Resource Specialist
- Public advertising and/or competitive bidding is not required, however price or rate quotations must be obtained from at least three qualified sources when possible.
- Method of determining fair and reasonable costs must be documented and kept on file for a period of five (5) years.
- Contracts and/or agreements will be awarded on a low bid basis, unless such awards are not in the best interest of the program. Champaign County must document and justify the awarding of any contract or agreement for services, supplies or materials that is not made to the lowest bidder. Concurrence of such action is required from the Illinois Department of Transportation.
- The maximum period of performance may not exceed five (5) years.
- Illinois Department of Transportation concurrence is not required for any contract or agreement awarded to the lowest bidder.
- The Illinois Department of Transportation will be notified of the procurement, and documentation of the procurement will be sent to IDOT.

2. Procurement by Large Purchase Procedures: Large purchases of supplies, materials, and services with an aggregate value of \$30,001 or more shall be made using either the Sealed Bid method or the Competitive Proposal method. Every large purchase at a minimum must be supported by a written independent cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection and a written determination of the responsibility of the contractor.

A. Procurement by Sealed Bid:

- The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.
- Seal Bid procurements are appropriate when:

- A complete, adequate, precise and realistic specification or purchase description is available.
  - Two or more responsible bidders are willing and able to compete effectively for the business.
  - The procurement generally lends itself to a firm fixed price contract.
  - The successful bidder can be selected on the basis of price and those price related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
  - Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made on price and price related factors alone.
- Requirements for sealed bids are:
    - Bids will be publicly solicited by a formal advertising process. Invitation for bids shall be advertised at least once in a newspaper of general circulation in Champaign County and at least once in a newspaper designated as the "State Newspaper" by the State of Illinois.
    - Bids must be solicited from an adequate number of known suppliers.
    - The invitation for bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
    - Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
    - All bids must be publicly opened at the time and place prescribed in the invitation for bids.
    - A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the invitation for bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
    - Any or all bids may be rejected if there is a sound documented business reason.
- Illinois Department of Transportation concurrence is necessary prior to advertising and solicitation of bids
  - Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$100,000 or more to a vendor.
  - Illinois Department of Transportation concurrence is necessary if the bid is not awarded to the lowest bidder.

- Illinois Department of Transportation will be sent a copy of the executed contact/purchase order with the vendor.
- The maximum period of performance may not exceed five (5) years.
- The method of determining that the price is fair and reasonable will be kept on file for a period of five years.

B. Procurement by Competitive Proposals:

- The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Champaign County or that is considered to be the "best value" to Champaign County. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable
- Competitive Proposals are appropriate when:
  - The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$30,000 when the nature of the procurement does not lend itself to sealed bidding and Champaign County expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
    - The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
    - Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
    - Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
    - Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- Requirements for competitive proposals are:

- Request for Proposals or Request for Qualifications shall be advertised at least once in a newspaper of general circulation in Champaign County and at least once in a newspaper designated as the "State Newspaper" by the State of Illinois.
  - All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
  - Proposals must be solicited from an adequate number of qualified sources.
  - A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
  - An award must be made to the responsible offeror whose proposal is most advantageous to Champaign County or that represents the "best value" to Champaign County with price and other factors considered.
  - Champaign County may award a contract to the offeror whose proposal provides the greatest value to Champaign County. To do so, the solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. Champaign County must base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors.
- Illinois Department of Transportation concurrence is necessary prior to advertising and solicitation of proposals.
  - Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$100,000 or more to a vendor.
  - Illinois Department of Transportation will be sent a copy of the executed contract/purchase order with the vendor.
  - The maximum period of performance may not exceed five (5) years.
  - Any and all proposals may be rejected if there is a sound documented reason.

C. Procurement by Noncompetitive Proposals:

- Procurement by noncompetitive proposals shall be used only when the award of a contract/agreement is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
  - a. The item or service is available only from a single source.
  - b. An emergency exist that will not permit a delay resulting from competitive solicitation.
  - c. The awarding agency for State and Federal grants authorizes noncompetitive proposals.



- d. After solicitation of a number of sources, competition is determined inadequate.
  - c. The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier of the item to be replaced.
- A cost analysis verifying the proposed cost data, the projections of the data and the evaluation of the specific elements of costs and profit shall also be conducted.
  - Illinois Department of Transportation concurrence is necessary prior to utilizing the noncompetitive proposal method of procurement.
  - Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$10,000 or more to a vendor.
  - Illinois Department of Transportation will be sent a copy of the executed contact/purchase order with the vendor.
  - The maximum period of performance may not exceed five (5) years.

## **LEASING**

Champaign County will conduct an analysis of purchase costs versus lease costs to ensure the most economical approach is pursued. A lease may also be undertaken if the 1) item to be procured is needed on an emergency basis, 2) there are no capital funds available to purchase the item, 3) item will be used for a demonstration project, or 4) item is needed while Champaign County is undertaking a formal procurement of the item. Leasing of capital equipment 1) must have prior approval of the Illinois Department of Transportation's Division of Public and Intermodal Transportation (DPIT), 2) is only eligible as an operating expense, and 3) must meet the following criteria:

1. The total cost of the item including all lease payments is greater than \$5,000.
2. Ownership of property is not transferred to Champaign County at the end of the lease term as a term of the agreement.
3. The lease does not contain a bargain purchase option. A bargain purchase option is the lessee's option to purchase the leased item at the end of the lease is set at a sufficiently low price as to make the purchase almost certain. Typically this price is far below market value of the leased item as determined at the end of the lease term.
4. The lease is for a term that is less than 75% of the estimated useful life of the lease property.

## **CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN BUSINESS ENTERPRISES:**

1. Champaign County shall take all necessary affirmative steps to assure that small and minority firms and women business enterprises are used when possible.

## 2. Affirmative steps shall include the following:

- Placing qualified small and minority businesses and women business enterprises on solicitation lists.
- Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women business enterprises.
- Establishing delivery schedules which encourage participation by small and minority business and women business enterprises.
- Requiring prime contractors, if subcontractors are to be let, to take the affirmative steps similar to those listed above.

### **CONTRACT COST AND PRICE:**

Champaign County shall perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis shall be dependent on the facts surrounding the particular procurement situation. At a minimum, Champaign County shall make informal independent estimates before receiving bids or proposals. A cost analysis shall be completed when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulations. A price analysis shall be used in all other instances to determine reasonableness of the proposed contract price.

Champaign County will negotiate profit as a separate element of the price for each contract in which there is no competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in Champaign County geographical area for similar work. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

### **BONDING REQUIREMENTS**

The following minimum bonding requirements shall be followed for competitively bid contracts for the construction or renovation of Champaign County owned buildings and facilities if the estimated cost of such construction or renovation work is in excess of \$100,000.

- A bid guarantee equivalent to five (5) percent of the bid price shall be provided by each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- A performance bond of one hundred (100) percent of the contract price shall be executed in connection with a contract to assure fulfillment of all the contractor's obligations under each contract.
- A payment bond shall be required to ensure payment of all persons supplying labor and materials in the execution of the work provided for in the contract.
- Payment bond amounts required from contractors are as follows; 50 percent of the contract price if the contract price is not more than \$1 million; 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or \$2.5 million if the contract price is more than \$5 million.

A cash deposit, certified check or other negotiable instrument are acceptable in lieu of performance and payment bonds provided the interest of Champaign County is adequately protected.

## CONTRACT PROVISIONS

Contracts executed by Champaign County that are in the amount of \$10,000 or more will contain the following provisions:

- Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the Champaign County including the manner by which it will be effected and the basis for settlement.
- For construction contracts, a statement indicating compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- For construction contracts, a statement indicating compliance with the Copeland Anti-Kickback Act as supplemented in Department of Labor regulations (29 CFR part 3).

- For construction contracts in excess of \$2,000, a statement indicating compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5). The current prevailing wage determination must be included with each solicitation of bids.
- For construction contracts in excess of \$2,000 and mechanics and laborers contracts in excess of \$2,500, a statement indicating compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR part 5).
- For all federal and state grant programs, a notice of the awarding agency's requirements and regulations pertaining to reporting.
- A notice of the awarding agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (37 CFR part 401).
- A notice of the awarding agency's requirements and regulations pertaining to copyrights and rights to data.
- A statement indicating the right of access by the awarding agency and the Comptroller General of the United States, or any of their duly authorized representative, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts and transcriptions.
- A statement indicating that required records must be retained for a minimum of five years after final payment is made by the awarding agency.
- A statement listing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

No contract shall be made to parties listed on the General Service Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. All contracts in excess of \$100,000 shall contain provisions concerning Section 306 of the Clean Air Act (42 USC 1857h.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and the Byrd Anti-Lobbying Amendment (31 USC 1352). Records of contract awards are subject to the Freedom of Information Act (5 USC 522).

## **CONTRACT CHANGE ORDERS**

Written change orders shall be prepared for all changes to the scope of work, contract beginning and ending dates and bid prices for all contracts and agreements issued by the Champaign County. Change orders shall become part of the contract documents

after written approval is received from Champaign County, and the contracting business or agency.

## PAYMENT PROVISIONS

Payments shall not be made to contractors or suppliers prior to the incurrence of costs. Progress payments may be made for cost incurred as long as evidence is maintained of ownership of property (materials, work in progress, and finished goods) for which progress payments are made.

## PROTEST PROCEDURES

Protests or disputes related to the procurement of labor, materials, equipment and/or services shall be handled and resolved in the following manner.

- Any individual, agency or business believing that he/she has been aggrieved by Champaign County's procurement procedures may file a complaint with the Champaign County Project Compliance and Oversight Management (PCOM). The complainant shall make a written statement setting forth the facts upon which the complaint is based.
- All complaints shall be filed within 30 calendar days of the bid award date.
- Complaints may be voluntarily withdrawn at the request of the complainant at any time during the review process.
- The Champaign County PCOM, shall review and rule on all complaints within 30 calendar days of the receipt of such complaints. Should the complainant receive an unsatisfactory decision from the Champaign County PCOM, a written appeal may be made to the Champaign County Chair within 15 calendar days of the PCOM's decision. The Champaign County Chair shall review and rule on the complainant's appeal within 30 calendar days of the receipt of such appeal. Should the complainant receive an unsatisfactory decision from the Champaign County Chair, a written appeal may be made to the Illinois Department of Transportation, Division of Public and Intermodal Transportation (IDOT). Any appeal to IDOT must be made in writing within 15 calendar days of the date the complainant was notified of an adverse decision by the Champaign County Chair.

Approved by

Pattsi Petrie ~~Alan Kurtz~~, Chair

Champaign County Board

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Date

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF CHAMPAIGN  
AND  
CHAMPAIGN URBANA MASS TRANSIT DISTRICT**

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**PREAMBLE**

WHEREAS, the County of Champaign ("County") and the Champaign Urbana Mass transit District ("CUMTD") support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by, the Illinois Department of Transportation - Division of Public and Intermodal Transportation ("IDOT-DPIT") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance ("Section 5311") (49 USC§5311), and Downstate Public Transportation Operating Assistance ("Downstate") Grant Agreement;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"), specifically the Program Performance-Compliance and Oversight Monitor (PCOM); and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between the County and CUMTD as follows:

- I. **Incorporation of Recitals.** The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- II. **Limitations.** This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-DPIT. ~~Therefore, in the interest of continued general public transit services this intermediate Agreement shall serve until IDOT-DPIT approves a final grant agreement and budget for Fiscal Year 2016 ("FY2016"), and at that time, this agreement will be dissolved and a new Agreement will be reached between the County of Champaign and the Champaign Urbana Mass Transit District.~~

III. Representations and Compliance with the Intergovernmental Cooperation Act. The County and CUMTD hereby represent on their behalf as follows:

- A. Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).
- B. The scope of this Agreement relates to the performance of governmental services, activities or undertakings, which the agencies entering into this Agreement are authorized by law to perform.
- C. The respective governing bodies of each party named here have approved and authorized this Agreement as well as performance activities set forth herein. Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby.
- D. This Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the contracting parties with respect to the subject matter hereof.

IV. Powers, Rights, and Responsibilities of the County.

- A. The County shall lease to CUMTD vehicles awarded to Champaign County for rural public transportation purposes, which are specified within the IDOT-DPIT Grant Agreement, pursuant to Applications made by the County under Section(s) 5310 and 5311 of the Urban Mass Transportation Act of 1964, as amended.
- B. After other transportation related assets are procured through IDOT-DPIT for Champaign County rural public transportation services, the County shall have the option to lease those items to CUMTD through a leasing agreement.

V. Powers, Rights, and Responsibilities of RPC. The RPC shall provide transportation services oversight on behalf of the County by:

- A. Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will insure that the subcommittee is in compliance with the Illinois Open Meetings Act (ILCS 120/2.06);
- B. Maintaining Champaign County copies of current CUMTD service operation and vehicle maintenance policies;
- C. Collecting CUMTD transportation service reports that includes all data, trip denials, public complaints, and fiscal information and periodically verifying accuracy of reports along with associated service policies and practices; and
- D. Quarterly and annually preparing transportation service reports to be presented to the RTAG and the Champaign County Board.
- E. Develop and Update a Public Transportation Service Plan.
- F. Attend local coordination meetings and statewide training sessions.
- G. The RPC shall provide fiscal administration oversight on behalf of the County by:



- i. Quarterly reviewing and approving state and federal requests for payment (from here forth referred to as "requisitions") to IDOT-DPIT;
  - ii. Reviewing and keeping files on any grant related fiscal reports and records; and
  - iii. Reviewing and approving any grant application materials prepared on behalf of Champaign County.
- H. RPC shall prepare the following sections of the ~~FY2016~~ Section 5311 and DOAP combined application for each fiscal year:
  - i. Section I: Introduction
  - ii. Section II: State and Regional Planning Requirements
  - iii. Section III: Description of the Project
  - iv. Section IV: Service Operators
  - v. Section V: Other Transportation Services
  - vi. Section VI: Labor Protection
  - vii. Section VII: Local Planning Efforts
  - viii. Section IX: Intercity Bus Capital/ Operating Assistance Requests
  - ix. Section X: Forms Certifications and Assurances
  - x. Exhibit A: Standard Form 424
  - xi. Exhibit C: Standard Certifications and Assurances
  - xii. Exhibit D: Sample Board Resolution
  - xiii. Exhibit E: Special Section 5333(B) Warranty for Application to the Small Urban and Rural Program
  - xiv. Exhibit H: Sample Ordinance
- I. The RPC shall provide compliance and liability oversight on behalf of the County by:
  - i. Participating throughout the IDOT-DPIT's program review of CUMTD;
  - ii. Maintaining vehicle titles and tracking all corresponding liability insurances purchased by CUMTD for vehicles owned by Champaign County; and
  - iii. Annually verifying compliance and vehicle maintenance practices are being followed by reviewing fiscal, service, and maintenance records. Additionally, RPC will communicate with IDOT-DPIT to ensure all compliance requirements are up to date and currently being met for any executed Grant Agreement.
- J. For the above described oversight activities, the RPC will track oversight hours and related Champaign County administrative expenses and submit these to CUMTD on a monthly basis for inclusion in requisitions. Such expenses shall not exceed amounts provided for in the Grants for such expenses.

- K. The RPC will retain the portion of funding submitted for oversight activities and will pass through all remaining administration as well as operating reimbursement to CUMTD within two weeks upon receipt of said grant funds.

VI. CUMTD Responsibilities.

- A. To the extent it has the legal authority; CUMTD shall provide rural public transportation in the County of Champaign, Illinois.
- B. CUMTD shall prepare on behalf of the County the following sections of the ~~FY2016~~ Section 5311 and DOAP combined application for each fiscal year and submit application materials for RPC review and approval:
- i. Section VIII: Project Cost and Revenue Proposal
  - ii. Exhibit B: Proposed ~~FY2016~~ Budget for the fiscal year
  - iii. Exhibit G: Applicant's Certification of Intent
  - iv. Exhibit I: Non-Vehicle Capital Asset Inventory
  - v. Exhibit J: Vehicle Asset Inventory
  - vi. Exhibit K: Year End NTD Operating Data Report for ~~FY2015~~the previous fiscal year
  - vii. Exhibit L: FFATA Certification
  - viii. Exhibit M: Previous fiscal year ~~FY2015~~ Local Match Survey
  - ix. Exhibit N: Previous fiscal year ~~FY2015~~ 5311 Pay request
- C. In order to operate rural public transportation services for the County of Champaign, Illinois, by entering into this Agreement, CUMTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in Section VIII. Identification of Applicable Transportation Service Regulations, except as undertaken by the County and RPC in sections IV and V.
- D. When procuring goods and/or services with a combined value in excess of \$250,000, CUMTD shall make a genuine good faith effort to explore Disadvantaged Business Enterprises ("DBE") contracting opportunities to the greatest extent possible. In the event combined procured goods and/or services exceed \$250,000, CUMTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- E. CUMTD, as Champaign County's designated rural operator, shall ensure financial accountability by utilizing a third party independent auditor to conduct its annual fiscal and compliance audit. Audit schedules as required by IDOT shall support the operating and administrative costs claimed for reimbursement under the Section 5311 grant award. Audit documents will be forwarded to IDOT-DPIT upon completion according to a minimum federal contract and program requirements.
- F. It is the goal of Champaign County that all employee hiring, pay actions and advancements are made on the basis of merit.

- i. CUMTD will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability. CUMTD in all solicitations or advertisements for employees placed by or on behalf of Champaign County; state that all qualified applicants will receive consideration for employment without regard for age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability.
- ii. CUMTD will employ, promote and demote persons based on performance, qualifications and merit and will not discriminate in favor of the employment of relatives or family members. Relative or family member is defined as one of the following: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, or members of the same household. Should CUMTD employ, promote or demote a family member of an existing CUMTD employee, CUMTD will notify Champaign County's PCOM before the hire or promotion.

G. CUMTD shall operate Champaign County rural public transportation services in compliance with any Grant Applications made on behalf of the County and/or Agreements between the County and IDOT-DPIT.

- i. Between ~~October 1<sup>st</sup>, 2015 and June 30<sup>th</sup>, 2018~~ ~~July 1<sup>st</sup>, 2015 and September 30<sup>th</sup>, 2015~~ Champaign County rural transportation services are subject to the requirements contained in Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (49 USC § 5311) and Downstate Public Transportation Operating Assistance Grant Agreement;
- ii. Therefore, the following *Champaign County Rural Public Transportation Service Parameters* hereto are set forth below unless amended.

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**VII. Champaign County Rural Public Transportation Service Parameters.**

- A. **Minimum Service Days & Hours.** Barring natural disasters, unsafe weather conditions, federal holidays, and unforeseen reduction of available fleet size; CUMTD will operate Champaign County rural public transportation services with a minimum of five (5) vehicles Monday to Friday from 6:00 AM to 6:00 PM continuously between ~~October 1<sup>st</sup>, 2015 and June 30<sup>th</sup>, 2018~~ ~~July 1<sup>st</sup>, 2015 and September 30<sup>th</sup>, 2015~~.
- B. **Service Reporting & Approval.** CUMTD shall provide RTAG quarterly and annually service reports as well as any grant applications for rural service made on behalf of the County or other agreements for rural service within Champaign County for review and approval. Quarterly, CUMTD shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of rural transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Both CUMTD and RPC will agree in writing about the changes to rural transportation services before CUMTD implement such changes to the services.
- C. **Grant Funding & Local Match.**
  - i. Service contracts operating at the end of each fiscal year FY15 shall continue as a source of local match for the next fiscal year. However, to make a good faith effort to be a

sustainable rural transit system with diverse local match sources and in an effort to obtain the maximum federal and state funding – Champaign County staff and CUMTD staff will work together to seek a diverse mix of local match funding sources. Champaign County staff will twice a year identify potential sources of local match revenue currently not being sought by the operator, and work with CUMTD to develop a strategy to access these other local funds. CUMTD will be responsible for providing all cost estimates associated with the development of any service contracts.

- ii. CUMTD is expected to monitor the grant funding spend down on a monthly basis and to provide a quarterly status report to RTAG and RPC on how fiscal operations are progressing. If at any time the Downstate funding is unexpectedly discontinued or if the expenses of the system far outpace the availability of federal, state, and local match funding – CUMTD shall submit a 90 day notice of service reductions or termination of transportation services, in order to operate within the funding limitations as budgeted in the grant application.

**D. Quarterly Expenditures and Requisitions.** In accordance with Grant Agreements between IDOT-DPIT and Champaign County for FY16–rural public transportation services, for each quarter CUMTD’ transportation expenditures shall not exceed 25% of all awarded grant funds for rural public transportation (i.e. Section 5311 and IL Downstate Operating Assistance Program). In the event unanticipated expenditures result in a quarterly requisition going over said ceiling amount, CUMTD shall notify RPC in writing, no later than two weeks after charges have been incurred, to explain the overages, how the remaining year operations will be covered, and request an approved exception for the particular quarter. RPC shall monthly provide CUMTD a copy of all oversight administrative services performed as well as all documentation required by CUMTD Auditor. CUMTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-DPIT and/or County required documentation. CUMTD shall ensure the eligibility of all expenditures within the prepared requisition. CUMTD shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County’s Authorized representative will approve and sign said requisitions to be sent to IDOT-DPIT for payment. RPC will submit the requisitions and other documentation to IDOT-DPIT and will maintain a copy of each requisition for the County’s records. Such submittal shall be made by RPC within seven (7) days after CUMTD has provided RPC with any documents requested by RPC.

**C. Rolling Stock Lease Agreement.** CUMTD will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to *Vehicle Lease Agreement between County of Champaign, Illinois and Champaign Urbana Mass Transit District* for additional terms and conditions.

**D. Vehicle Maintenance.** CUMTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-DPIT compliant vehicle maintenance plan and policies. CUMTD shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate

Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY2016 Grant Agreement. CUMTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CUMTD shall keep comprehensive maintenance records and have these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:

- i. CUMTD will perform all preventative maintenance, mechanical repair work, body shop work, and road calls requested at the actual hourly rate needed for the work. The current hourly rate for ~~all preventative maintenance services~~ is ~~\$43.66~~44.53.
- ii. CUMTD will charge the cost of any required parts at current pricing.
- ~~iii. CUMTD will perform all mechanical repair work. The current hourly rate for mechanical repair services is \$43.66.~~
- ~~iv. CUMTD will perform any requested body shop repair work. The current hourly rate for body shop repair work services is \$56.65.~~
- ~~v. CUMTD will perform any requested road calls. The current hourly rate for road call service is \$43.66.~~
- iii. The hourly rate for service will increase to \$45.64 in FY2017 and \$46.78 in FY2018. CUMTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
- ~~vi.~~iv. CUMTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall CUMTD fuel purchases.
- ~~vii.~~v. CUMTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
- ~~viii.~~vi. CUMTD will charge C-CARTS a monthly administrative fee of \$250.

**B. Vehicle Liability Insurance.** CUMTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

Combined single limit	\$1 million
Medical Payments	\$5,000
Uninsured / Under-insured	\$1 million
Hired and Non-Owned	\$1 million

**VIII. Identification of All Applicable Transportation Service Regulations.** The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:

- A. The United States of America (USA) Department of Transportation Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;

- B. Any Grant Agreement between IDOT-DPIT and the County executed filed with IDOT-DPIT officers and copy retained in the County's records; and
- C. Any Grant Application(s) made to IDOT-DPIT on behalf of the County, which includes resolutions made by the Champaign County Board: 1) Illinois Department of Transportation ("IDOT") and FTA Assistance Programs Joint Certifications and Assurances, and 2) 5333b Special Warranty.

**IX. Terms.**

- A. The term of this Agreement shall be from ~~October 1<sup>st</sup>, 2015 and June 30<sup>th</sup>, 2018~~ ~~July 1<sup>st</sup>, 2015 to September 30<sup>th</sup>, 2015~~ ~~unless there are changes to the vehicle maintenance costs described in Section VII above and will continue for the remainder of FY16 unless cancelled by the other party with 90 days notice.~~ Upon written notice:
  - i. ~~The current straight hourly rate for maintenance of vehicles in FY2016 1st Quarter is \$43.66.~~ Therefore CUMTD may suspend or terminate all or part of this agreement when the County is, or has been in material violation of the terms of this Agreement,
  - ii. The County may terminate all or part of this agreement when it determines, in its sole discretion that the purpose of the Champaign County rural public transportation services would not be adequately served by continuation of the IDOT-DPIT Grant Agreement or at the County's convenience.
- B. Termination of any part of this Agreement will not invalidate obligations properly incurred by CUMTD prior to the date of termination; to the extent they are non-cancelable. Neither the acceptance of a remittance by the County of any or all Champaign County rural transportation services from the IDOT-DPIT Grant Agreement nor the closing out of CUMTD expenditures for Champaign County rural transportation service shall constitute a waiver of any claim which the IDOT-DPIT Grant Agreement may otherwise have arising out of this Agreement.

- X. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and personally delivered or registered or certified mail, postage pre-paid, return receipt requested and addressed to the parties hereto at their respective addresses set forth below. Such notice or other communications shall be deemed given upon receipt or one (1) business day after tendering to an overnight air-express service.

*Notices to the County shall be sent to:*

PCOM  
 Champaign County Regional Planning Commission  
 1776 E. Washington Street  
 Urbana, IL 61802  
 Fax: 217-384-3896

*Notice to CUMTD shall be sent to:*

~~Managing Director~~~~General Manager~~  
Champaign Urbana Mass Transit District  
1101 E University Avenue  
Urbana, IL 61802

- XI. **Governing Law and Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. The parties agree that the venue for any action pertaining hereto shall be in Champaign County, Illinois.
- XII. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter and may not be modified except by writing.
- XIII. **Compliance with Law.** The County and CUMTD shall comply with all the applicable provisions of local, state, and federal laws relating to the performance of the terms of this Agreement.

IN WITNESS WHERE OF, the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given by the Champaign County Board, and CUMTD has caused this Agreement to be executed by ~~theits Chief Executive Officer~~air of the Champaign Urbana Mass Transit District pursuant to authority given by its ~~Board of Directors~~this 17<sup>th</sup> day of September, 2015 ~~18<sup>th</sup> day of June, 2015.~~

COUNTY OF CHAMPAIGN

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By: \_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

By: \_\_\_\_\_  
Linda Bauer,  
CUMTD Chair

Attest:

By: \_\_\_\_\_  
Gordy Hulten,  
Champaign County Clerk

**EXHIBIT A**

It is recognized by the parties that the amounts set forth in this work order are premised on the current level of support by the State of Illinois as set forth in the Downstate Public Transportation Act (30 ILCS 740/1-1 et. seq.) ("the Act").

If at any time after the execution of this agreement by the parties, state reimbursement is reduced from its current 65% level contained in the Act, the amount contained in the work order shall be adjusted to automatically reflect the amount of any such decrease. The increase in cost to the customer shall be in the same percentage as the decrease in state support.

The following table shows examples of how customer cost will be determined for maintenance:

<u>FY2015-FY2016 Audited Fully Allocated Cost Per Hour</u>	<u>Level of State Reimbursement</u>	<u>Local Share = Cost To Customer</u>	<u>Hourly Rate Charged to Customer</u>
<u>\$127.22</u>	<u>65%</u>	<u>35%</u>	<u>\$44.53</u>
<u>\$127.22</u>	<u>60%</u>	<u>40%</u>	<u>\$50.89</u>
<u>\$127.22</u>	<u>55%</u>	<u>45%</u>	<u>\$57.25</u>



**VEHICLE LEASE AGREEMENT  
BETWEEN  
COUNTY OF CHAMPAIGN, ILLINOIS  
AND  
CHAMPAIGN URBANA MASS TRANSIT DISTRICT**

This Agreement is made and entered into, by and between the County of Champaign, Illinois, hereinafter referred to as "Lessor", and the Champaign Urbana Mass Transit District ("CUMTD"), hereinafter referred to as "Lessee". Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

**SECTION 1  
Vehicles Leased**

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicles:

- 1) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDFE4FS1BDB22613, commonly known as "Vehicle 54"
- 2) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDFE4FS0BDB26667, commonly known as "Vehicle 55"
- 3) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDFE4FS2CDA19153, commonly known as "Vehicle 56"
- 4) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG9CR139812, commonly known as "Vehicle 58"
- 5) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG7CR139811, commonly known as "Vehicle 57"
- 6) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FLOEDA86292
- 7) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL3EDA86321
- 8) 2014 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDEE4FL9EDA86288
- 9) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS5GDC04206
- 10) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04202
- 11) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04247
- 12) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04248
- 13) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04250
- 14) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04251
- 15) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS1GDC04252
- 16) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS6GDC06479

Purchased with funds from the Illinois Department of Transportation, CAP-10-942-CVP and CAP-04-879-CVP, Contract No. 1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP between IDOT and the Lessor.

Vehicles shall have lettering, identifying it with the "Champaign-County Area Rural Transit System" logo, telephone number, and website address, and other information as directed by Lessor. Said lettering shall be provided at the cost of Lessor; Lessee shall be responsible for having the vehicle lettering completed within fifteen (15) days of Lessor's request.

**SECTION 2**  
Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicles in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any insurance covering the vehicles, or permit any vehicle to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle.

**SECTION 3**  
Term

The term of the lease shall be ~~continuous~~ for ~~three each~~ operating years of rural public transit system within Champaign County beginning October 1<sup>st</sup>, ~~2015~~2014, and ending June 30<sup>th</sup>, 2018, which is contingent upon receiving grant funding from the Illinois Department of Transportation – Division of Public and Intermodal Transportation, hereinafter referred to as "IDOT", which entails the Lessor concurring that CUMTD is still the selected operator for the Champaign County rural public transit system. Subject to the terms of the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Intergovernmental Agreement between the Lessor and CUMTD, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date specified in writing.

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**SECTION 4**  
Additional Conditions of IDOT

The State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation (hereinafter referred to as IDOT) is lien holder on the vehicles to be leased, previously operated by Lessor pursuant to the above-mentioned capital grant agreements listed in Section 1. IDOT Capital Grant – CAP-10-942 and CAP-04-879 Contract No. Agreement #1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP are specifically incorporated herein as fully set forth in documents filed at the Champaign County Regional Planning Commission's offices "Attachment 1" attached hereto and made a part hereof. IDOT acknowledges that the making of these Agreements between Lessor and Lessee neither violates the terms of the above mentioned Grant Contracts nor causes any default or forfeiture thereunder.

Lessee shall use the vehicles for the purposes as described in Capital Grant CAP-10-942 and CAP-04-879 Contract No. Agreement #1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP and in the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Transportation System Provider Agreement between the Lessor and CUMTD to provide general rural public transportation.

Lessee represents and warrants that it will comply with said terms, conditions and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the above mentioned contracts shall be considered a default by Lessee under the terms hereof.

**SECTION 5**  
Lessee's Representations and Warranties

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Lessee is subject, or any judgment, decree, franchise, order or permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed hereunder by Lessee.

#### SECTION 6 Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicles leased herein the sum of one dollar (\$1) per year, paid annually in advance by the fifteenth (15<sup>th</sup>) of June of each year for the remaining duration of this lease agreement.

#### SECTION 7 Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle liability insurance containing the coverage, exceptions, and exclusions which are ordinarily contained in vehicle liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle, naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverage:

Combined single limit:	\$1 million
Medical Payments:	\$5,000
Uninsured / Under-insured:	\$1 million
Hired and Non-Owned:	\$1 million

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to Lessor.

#### **SECTION 8** License Plates and Registration

| The vehicles subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

#### **SECTION 9** Delivery of Vehicle

| Lessor shall use all reasonable diligence to transfer the vehicles leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

#### **SECTION 10** Reporting and Audit

- (a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle maintenance records and trip logs.
- (b) Lessor or representatives from IDOT and the Federal Transit Administration (hereinafter referred to as "FTA") or any designees may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.
- (c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

#### **SECTION 11**

### Maintenance

All vehicles need to be maintained according to the Lessee's vehicle maintenance policy and plan, which should include a schedule for preventative maintenance service and vehicle replacement as reviewed and approved by IDOT-DPIT staff during their annual compliance review. Lessee shall prepare and maintain accurate records relating to all vehicle maintenance performed herein and shall provide Lessor with any such information when requested in writing.

### **SECTION 12**

#### Acceptance by Lessee

Upon taking possession of vehicle, it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLES SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle subject to this Agreement.

### **SECTION 13**

#### Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle, or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle. The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

### **SECTION 14**

#### Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorneys fees, arising from the use, maintenance, and operation of the vehicle leased under this Agreement or the provision of services hereunder.

### **SECTION 15**

#### Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle.

#### **SECTION 16** Drivers of Vehicle

The leased vehicles under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

#### **SECTION 17** Termination

~~At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 23.~~

Right of Each Party to Terminate: Upon written notice to the other parties, each party (IDOT, Lessor and Lessee) reserve the right to terminate this Agreement:

- a) when a party is, or has been, in violation of the terms of this Agreement;
- b) for each parties' convenience;
- c) in the event that the Operating Grant Agreement between Lessor and IDOT is not renewed or is terminated;
- d) in the event that Lessor decides to remove the vehicle from service (i.e., replace it because it is beyond its useful life);
- e) in the event that Lessor decides to reassign the vehicle to another Lessee; or
- f) In the event that the Lessor and/or IDOT determine, in their sole discretion, that the purpose of the Acts authorizing the Grant would not be best served by the continuation of said Agreement.

Termination of the Agreement will not invalidate obligations properly incurred by the Lessee and concurred in by the Lessor and IDOT prior to the termination date; to the extent they are non-cancelable.

#### **SECTION 18** Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, free

from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

#### SECTION 19

##### Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLES, OR BY THE FAILURE OF THE VEHICLES, OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLES.

#### SECTION 20

##### Compliance with Laws

The vehicles leased under this Agreement will not, while in the possession, custody, or control of Lessee, ~~is-be~~ operated in excess of its-rated maximum weights or capacity. If ~~the-a~~ vehicle is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicles shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable.

#### SECTION 21

##### Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicles, without the prior written consent of Lessor and IDOT. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicles leased hereunder.

#### SECTION 22

##### Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- (a) Default by Lessee in payment or performance of any of its obligations under this Agreement.

- (b) Voluntary assignment of Lessee's interests herein.
- (c) Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- (d) Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.
- ~~(e)~~ Lessee not abiding by the terms set forth in CAP-10-942 and CAP-04-879 Agreement #Contract No. 1089CVP between IDOT and Lessor.
- ~~(f)~~ Lessee not abiding by the terms set forth in CAP-13-1022 Contract No. 1385CVP between IDOT and the Lessor.
- ~~(e)(g)~~ Lessee not abiding by the terms set forth in CAP-14-1080-CVP Contract No. 4490CVP between IDOT and the Lessor.
- ~~(f)(h)~~ Lessee not abiding by the terms and conditions of the Federal Section 5311 Operating Assistance Program.
- ~~(g)(i)~~ Lessee not abiding by the terms and conditions of the Illinois Downstate Operating Assistance Program.
- ~~(h)(j)~~ Lessee not abiding by the terms and conditions of the Transportation System Provider Agreement between Lessor and Lessee.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time frame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicles<sub>s</sub> subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles<sub>s</sub> wherever ~~it-they~~ may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicles<sub>s</sub> by Lessee, the Lessor's right to take possession of the vehicles<sub>s</sub> may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles<sub>s</sub> subject to this Agreement, or the possession or use of such vehicles<sub>s</sub>, and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicles<sub>s</sub>. The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorneys fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicles<sub>s</sub>.

**SECTION 23**  
**AUXILIARY**



THIS SECTION INTENTIONALLY LEFT BLANK

**SECTION 24**

Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

**SECTION 25**

Lease Only

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicles leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicles subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicles.

**SECTION 26**

Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

**IF TO LESSOR:** Champaign County Board  
(c/o RTAG/ Regional Planning Commission)  
1776 E. Washington Street  
Urbana, IL 61802

**IF TO LESSEE:** Managing Director  
Champaign Urbana Mass Transit District  
1101 E University Ave  
Urbana, IL 61802

**SECTION 27**

Right to Repossess

Upon failure of Lessee to return or deliver the vehicles subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicles as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicles are or may be located to take possession of and remove the vehicles. Lessee shall not prosecute or assist in the prosecution of any claim, suit, action or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

**SECTION 28**  
Inspection of Vehicle

Lessor and/or representatives of IDOT and the FTA or its representatives, and all designees, shall have the right to inspect the respective vehicles during reasonable business hours, or cause the vehicles to be inspected at any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicles or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicles ~~has~~have not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicles in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

**SECTION 29**  
Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicles and related records, unless the right is waived at Lessor's sole discretion.

**SECTION 30**  
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

**SECTION 31**  
Amendment

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

**SECTION 32**  
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicles furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

**SECTION 33**  
Attorneys Fees

Except as provided for in Section 22, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorneys fees incurred in enforcing the terms and provisions of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

**SECTION 34**  
Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

**LESSOR:**

County of Champaign, Illinois  
(C/O Regional Planning Commission)

By: \_\_\_\_\_  
Patsi Petrie, Chair  
Champaign County Board

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

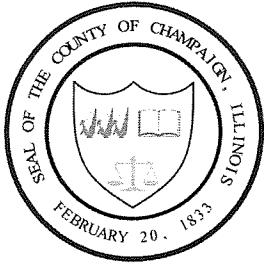
Champaign Urbana Mass Transit District

By: \_\_\_\_\_  
Karl Gnadt, Managing Director  
CUMTD

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_



# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE  
MANAGEMENT SERVICES

Deb Busey, County Administrator

## ADMINISTRATIVE SERVICES – MONTHLY HR REPORT AUGUST 2015

### VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2015 HRS	FY 2015 SALARY
80	30	Legal Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	30	Legal Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	40	Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	51	Court Services Officer	\$19.67	1950	\$38,356.50	1957.5	\$38,504.03
80	71	Maintenance Worker	\$14.17	2080	\$29,473.60	2088	\$29,586.96
80	71	Maintenance Worker	\$14.17	2080	\$29,473.60	2088	\$29,586.96
80	140	Correctional Officer	\$18.85	2080	\$39,208.00	2088	\$39,358.80
80	140	Court Security Officer	\$17.97	2080	\$37,377.60	2088	\$37,521.36
80	140	PT Master Control Officer	\$12.04	1040	\$12,521.60	1044	\$12,569.76
83	60	Senior Engineer	\$24.82	2080	\$51,625.60	2088	\$51,824.16
-- TOTAL --						\$308,470.50	\$309,656.93

### UNEMPLOYMENT REPORT

Notice of Claims received – 8 total  
Head Start – 3  
Nursing Home – 3  
RPC – 2

Employer Protests Filed – 1 total  
RPC - 1

Benefit Determinations – 3 total  
JDC – 2 (denied)  
RPC – 1 (denied)

Notice of Telephone Hearing – 2 total  
Nursing Home - 1  
Court Services - 1

Notice of Pending Appeal

### PAYROLL REPORT

AUGUST PAYROLL INFORMATION

8/7/2015

8/14/15 FCO RETRO

Closed	8	10
Open Claims	33	27
Year To Date Total (On-going # of claims filed)	56	50

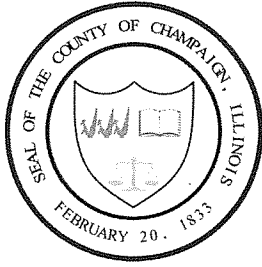
**EEO REPORT**

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

Aug 2015 Monthly EEO Report General County Only	Legal Clerk (Circuit Clerk)	Maintenance Worker (Physical Plant)	
<b>Total Applicants</b>	123	19	<b>142</b>
<b>Male</b>	23	19	<b>42</b>
<b>Female</b>	98	0	<b>98</b>
<b>Undisclosed</b>	2	0	<b>2</b>
<b>Hispanic or Latino</b>	4		<b>4</b>
<b>White</b>	69	15	<b>84</b>
<b>Black or African-American</b>	27	2	<b>29</b>
<b>Native Hawaiian or Other Pacific Islander</b>			<b>0</b>
<b>Asian</b>	5		<b>5</b>
<b>American Indian or Alaska Native</b>			<b>0</b>
<b>Two or more races</b>	13	1	<b>14</b>
<b>Undisclosed</b>	5	1	<b>6</b>
<b>Veteran Status</b>	1	6	<b>7</b>

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	11	Meetings Staffed	9	Minutes Posted	8
Appointments Posted	9	Notification of Appointment	34	Contracts Posted	6
Calendars Posted	5	Resolutions Prepared	65	Ordinances Prepared	1



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

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

**Deb Busey, County Administrator**

### **MEMORANDUM**

**TO: Christopher Alix, Deputy Chair - Finance and MEMBERS of the  
CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE**

**FROM: Angela Lusk, Co-Chair & Deb Busey, Co-Chair, and  
Members of the Champaign County Labor Management Health  
Insurance Committee**

**DATE: September 2, 2015**

**RE: Recommendation for Employee Health Insurance and Related Benefit  
Plans for FY2016**

---

After review and analysis of health insurance plan proposals brought to us through our broker John Malachowski – Gallagher Benefit Services, the Champaign County Labor Management Health Insurance Committee submits the following recommendations for employee health insurance and related benefits plans for FY2016:

#### **HEALTH INSURANCE PLAN RECOMMENDATION**

##### **Health Alliance HMO 5000a Plan with 6-Tier Pharmacy Benefits Plan**

The recommended plan is a change from the current Plan provided for County Employees in FY2015, and this Plan covers the FY2016 budget year from January 1, 2016 through December 31, 2016.

The Committee's recommendation with regard to the Health Reimbursement Account paid by the County is to include all eligible expenses after the employee has reached the \$1,500 out-of-pocket maximum for single coverage, or \$3,000 out-of-pocket maximum for dependent coverage plan.

The overall premium rate increase from FY2015 to FY2016 is 2.74%.

The four plan tiers to be offered and the change in cost from FY2015 to FY2016 are documented here:

<b>PLAN</b>	<b>FY2015 Monthly Premium</b>	<b>FY2016 Monthly Premium</b>	<b>FY2016 Increase</b>
Employee Only	\$670	\$687	\$17
Employee + Spouse	\$881	\$908	\$27
Employee + Children	\$834	\$859	\$25
Family	\$1,437	\$1,479	\$42

Premium contributions for all County employees will be consistent based on their terms of employment.

The HMO 5000a Benefit Plan Summary is attached to this Memorandum for your information.

**DENTAL PLAN:**

For FY2016 Delta Dental proposed a 24 month rate lock last year. The benefit year of January 1, 2016 to December 31, 2016 is the second year of the premium rate lock received in FY2015.

Network Plan	FY2016
Employee	\$16.60
Employee + Spouse	\$33.22
Employee + child(ren)	\$47.16
Employee + family	\$75.12

Premier Plan	FY2016
Employee	\$28.76
Employee + Spouse	\$57.50
Employee + child(ren)	\$57.94
Employee + family	\$107.12

The Delta Dental Insurance Plan Summary is attached to this Memorandum for your information.

**VISION PLAN:**

The Labor Management Health Insurance Committee recommends the continued offering of the EyeMed Vision Care Plan. We recommend accepting the Reliance Standard renewal proposal of a 24 month renewal with no rate increase. The 24 month rate lock is for the period January 1, 2016 to December 31, 2017. This is a voluntary, employee paid insurance benefit plan.

The EyeMed Vision Plan Summary is attached to this Memorandum for your information.

**BENEFIT PLANNING CONSULTANTS – HRA & FLEXIBLE SPENDING ACCOUNT ADMINISTRATION:**

The Labor Management Health Insurance Committee recommends the continued relationship with Benefit Planning Consultants for administration of the County’s HRA & Flexible Spending Account Plans. We recommend accepting the 24 month renewal of the administrative service with no increase in administrative fees. The 24 month renewal is for the period January 1, 2016 to December 31, 2017.

	FY2016 & 2017
HRA Administration	\$4.90
Flex Plan Administration	\$3.90

**RECOMMENDED ACTION:**

*The Finance Committee of the Whole recommends to the County Board approval of offering the Health Alliance HMO5000a Plan with 6-Tier Premium Pharmacy Benefits for all County Employees for FY2016; and the County will provide HRA reimbursement to employees with single coverage at an annual maximum of up to \$4,000/year to cover the single out-of-pocket maximum in excess of \$1,500; and the County will provide HRA reimbursement towards dependent plan coverage at an annual maximum of up to \$8,000/year to cover the dependent plan out-of-pocket maximum in excess of \$3,000.*

*The Finance Committee of the Whole recommends to the County Board approval of offering the Delta Dental voluntary dental plan for the period of January 1, 2016 to December 31, 2016, second year of premium rate lock.*

*The Finance Committee of the Whole recommends to the County Board approval of offering the EyeMed Vision Plan as a voluntary plan for the period of January 1, 2016 to December 31, 2017 with 0% rate of increase over current rates.*

*The Finance Committee of the Whole recommends to the County Board approval of Benefit Planning Consultants as the administrator of the County’s HRA and Flexible Spending Account Plan for the period of January 1, 2016 to December 31, 2017 with no increase over current administrative fees.*

Thank you for your consideration of this recommendation.





Health Alliance HMO 5000a Rx1

Member Benefits	Member Responsibility			
		In-Network	Out-of-Network (OON)	
<b>Plan Year Deductible Embedded</b>	<b>Medical</b>	Individual	\$5,000	Not Applicable
		Family	\$10,000	Not Applicable
	<b>Pharmacy</b>	Individual	Not Applicable	Not Applicable
		Family	Not Applicable	Not Applicable
<b>Plan Year Out-of-Pocket Maximum (OOPM)</b>				
<i>Combined medical &amp; pharmacy expenses including deductible, coinsurance &amp; copayments.</i>	<b>Medical/Pharmacy</b>	Individual	\$5,500	Not Applicable
		Family	\$11,000	Not Applicable
<b>Contract Year Maximum Benefits</b>				
	Cardiac Rehabilitation		36 OP sessions w/in 6 month of event	
	Outpatient Rehabilitation Services		60 visits per condition per plan year	
	Home Health		Unlimited with Pre-authorization	
	Adult Vision Exam		Once every 12 months combined in-net and OON	
	Pediatric Vision Exam		Once every 12 months combined in-net and OON	
<b>Ambulatory Patient Services</b>				
	Vision Exam		*\$40 per exam	Not Applicable
	Primary Care Physician Office Visits		*\$25 per visit^	Not Applicable
	Specialty Care Physician Office Visits		*\$50 per visit^	Not Applicable
	Spinal Manipulations		*50%	Not Applicable
	Urgent Care Visits		*\$50 per visit ^	*\$50 per visit ^
	Allergy Treatment and Testing		0%	Not Applicable
<b>Emergency Services</b>				
	Emergency Department Visits		*\$200 per visit	*\$200 per visit
	Emergency Ambulance Transportation		*\$100	*\$100
<b>Hospital Services</b>				
	Outpatient Surgery/Procedures Facility Fees		0%	Not Applicable
	Outpatient Surgery/Procedures Physician/Surgeon Fees		0%	Not Applicable
	Inpatient Hospitalization Facility Fees		0%	Not Applicable
	Inpatient Physician/Surgeon Fees		0%	Not Applicable
<b>Rehabilitative and Habilitative Services</b>				
	Outpatient Rehabilitation Services		0%	Not Applicable
	Inpatient Rehabilitation/Skilled Nursing Facility		0%	Not Applicable
	Home Health		0%	Not Applicable
<b>Diagnostic Services</b>				
	MRI and CT Scans		0%	Not Applicable
	Diagnostic Testing		0%	Not Applicable

Member Benefits		In-Network	Out-of-Network (OON)
<b>Mental Health/Substance Use Treatment</b>			
	Outpatient Office Visits	*\$25 per visit <sup>^</sup>	Not Applicable
	Inpatient Services	0%	Not Applicable
	Non-Serious Mental Health Care	See in network outpatient office visit or inpatient services benefit.	Not Applicable
<b>Prescription Drugs</b>			
30 day supply.	Rxtra	*\$0	Not Applicable
	Generic - Tier 1	*\$7	Not Applicable
	Brand - Tier 2	*\$25	Not Applicable
	Non-Preferred Brand - Tier 3	*\$50	Not Applicable
	Preferred Specialty Pharmacy/Medical - Tier 4	*\$100	Not Applicable
	Non-Preferred Specialty Pharmacy/Medical - Tier 5	*\$150	Not Applicable
	Non-Formulary Specialty Pharmacy/Medical - Tier 6	*50%	Not Applicable
<b>Maternity</b>			
<i>Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.</i>	Routine Prenatal Care	0%	Not Applicable
	Maternity Inpatient	0%	Not Applicable
	Newborn Care	0%	Not Applicable
<b>Preventive and Wellness Services</b>			
<i>Immunizations, adult &amp; child annual physical exams, mammograms, PAP smears, prostate screening &amp; more. Age/frequency schedules apply.</i>	Wellness Care	*\$0	Not Applicable
<b>Other Services</b>			
<i>Other services covered within your policy and not otherwise specified on this summary or on the SBC.</i>	Other Covered Services	0%	Not Applicable
	Durable Medical Equipment	0%	Not Applicable

\* Deductible does not apply

<sup>^</sup> Additional, other services obtained while in the office may require an additional copayment or coinsurance

**Embedded deductible definition** - if there are two or more people on this plan – meaning the family amount(s) apply – you have a separate individual deductible within (or embedded within) the family deductible. This gives each member on the plan a chance to have his or her benefits start before the entire family meets the family deductible.

This is a brief statement of Health Alliance **HMO** benefits, exclusions and limitations which are subject to change. Please refer to the Health Alliance **HMO** Policy booklet for more detail about your health plan. This document is in conjunction with the Summary of Benefits and Coverage (SBC). You can view your SBC online at [www.healthalliance.org](http://www.healthalliance.org) or request a copy by contacting the customer service number on the back of your ID card.



## COUNTY OF CHAMPAIGN – NETWORK PLAN

### Delta Dental PPO Plan Highlights

Group #10981

#### Introduction

The Delta Dental PPO program allows you to go to any in- or out-of-network general or specialty dentist at the time of treatment. County of Champaign dental enrollees have access to two networks, Delta Dental PPO and Delta Dental Premier managed fee-for-service. When you call your dentist's office to make an appointment, ask if your dentist participates in either Delta Dental PPO or Premier. Your out-of-pocket costs will vary depending on whether he/she participates in Delta Dental PPO, Premier or neither (i.e., "out-of-network"). **You will maximize your benefits by receiving care from a Delta Dental PPO network dentist.** There are 143,000 Delta Dental PPO and 223,000 Delta Dental Premier dentist locations nationwide.

#### Choosing Your Dentist

Under your Dental Plan, you may go to any in- or out-of-network general or specialty dentist. However, it is to your advantage to choose a Delta Dental PPO or Premier network dentist for the following reasons:

1) Payment to Delta Dental PPO dentists is based on reduced fees; payment to Premier dentists is based on Delta Dental's maximum plan allowance (MPA). In both networks, you only have to pay your deductible and coinsurance—you will not be "balance billed" for charges that exceed the reduced PPO fee if you receive treatment from a Delta Dental PPO dentist or the MPA if you receive treatment from a Premier dentist.\*

For example, if you need a crown, assume the Delta Dental PPO fee allowance is \$500 and the MPA is \$600. If your plan covers crowns at 50% and your dentist normally charges \$700, your out-of-pocket cost (excluding deductible) would be:

**Delta Dental PPO Dentist – \$250**  
(50% of the \$500 PPO fee allowance)

**Delta Dental Premier Dentist – \$300**  
(50% of the \$600 MPA)

**Out-of-Network Dentist – \$400**  
(50% of the \$600 MPA plus \$100 difference between the MPA and the dentist's billed charge)

2) Because we reimburse Delta Dental PPO and Premier dentists directly, they agree to charge you no more than your deductible and coinsurance; in other words, *you do not have to pay the whole bill up-front and wait for reimbursement.*

3) Out-of-network dentists do not accept Delta Dental's MPA as payment-in-full. If an out-of-network dentist's charge exceeds the MPA, you must pay the difference plus your deductible and coinsurance. At the dentist's discretion, *you may also have to pay the entire bill in advance.*

4) Claim forms will be completed and submitted at no charge. Out-of-network dentists may require you to complete forms yourself or to pay a service charge.

*\*If your Delta Dental PPO or Premier dentist inadvertently charges you for amounts payable by Delta Dental, please call our customer service department at 1-800-323-1743.*

#### Non-Covered Services

There are some limitations on the expenses for which the County of Champaign Dental Plan pays. For further information, refer to your certificate of coverage or call our customer service department.

#### Finding a Network Dentist

To verify your dentist's participation status, simply ask him/her if he/she is a Delta Dental PPO or Delta Dental Premier network dentist, call our interactive voice response (IVR) phone system, contact our customer service department or visit our Web site.

Visit Delta Dental of Illinois' Web site at  
[www.deltadentalil.com](http://www.deltadentalil.com)

The County of Champaign Dental Plan utilizes the Delta Dental PPO and Delta Dental Premier networks. To locate a network dentist, click on Dentist Search in the Subscriber section.

You can search by:

- 1) City, state and ZIP code
- 2) Specialty
- 3) Dentist name (optional)

## Summary of Benefits and Covered Services

Annual Maximum

\$1,000/person

\*\*\*TO GO\*\*\*

Enrollees may carryover unused portions of their annual maximums to the new year's annual maximum. Maximum amounts eligible for carryover are subject to limitations.

Annual Deductible

(applies to Basic/Major only)

\$50/person;  
\$150/family

\$100/person;  
\$300/family

\$100/person;  
\$300/family

Lifetime Ortho. Maximum

\$1,000

	<u>Delta Dental PPO</u>	<u>Delta Dental Premier</u>	<u>Out-of-Network</u>
<b>Preventive/Diagnostic</b>	100%*	70%**	70%***
<ul style="list-style-type: none"> <li>◆ oral evaluations (two per benefit year)</li> <li>◆ X-rays (bitewings only - two per benefit year)</li> <li>◆ prophylaxis (cleaning; two per benefit year)</li> <li>◆ fluoride treatment (once per benefit year for children under age 19)</li> <li>◆ space maintainers</li> <li>◆ sealants</li> </ul>			
<b>Basic</b>	80%*	50%**	50%**
<ul style="list-style-type: none"> <li>◆ fillings</li> <li>◆ X-rays (excluding bitewings)</li> <li>◆ emergency exams and palliative treatment</li> <li>◆ non-surgical periodontics</li> </ul>			
<b>Major</b>	50%*	50%**	50%***
<ul style="list-style-type: none"> <li>◆ crowns, jackets, cast restorations</li> <li>◆ fixed/removable bridges</li> <li>◆ partial/full dentures</li> <li>◆ simple extractions</li> <li>◆ surgical periodontics</li> <li>◆ endodontics</li> <li>◆ oral surgery</li> <li>◆ general anesthesia (in conjunction with oral surgery)</li> </ul>			
<b>Orthodontia</b>	50% subject to lifetime maximum	50% subject to lifetime maximum	50% subject to lifetime maximum
<ul style="list-style-type: none"> <li>◆ for dependent children under age 19</li> </ul>			

\*Delta Dental PPO dentists accept payment based on the lesser of the submitted fee or the PPO fee schedule, which is established at a level that typically delivers a 15-35% discount off of average billed charges. PPO dentists may not bill you for charges exceeding these fees.

\*\*Delta Dental Premier dentists accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance. Premier dentists may not bill you for charges exceeding these fees.

\*\*\*Non-network dentists are reimbursed at the lesser of the submitted fee or the 50<sup>th</sup> percentile Reasonable and Customary (R&C) fee. These dentists may balance bill you for charges in excess of Delta Dental's reimbursement.

The preceding information is a brief summary of the County of Champaign Dental Plan and the services it covers. If you have specific questions regarding benefit coverage, limitations or exclusions, contact Delta Dental at 1-800-323-1743.

Note: Delta Dental imposes no restrictions on the method of diagnosis or treatment by a treating dentist. A benefit determination relates only to the level of payment that your group dental plan is required to make.



## COUNTY OF CHAMPAIGN – PREMIER PLAN

### Delta Dental PPO Plan Highlights

Group #10981

#### Introduction

The Delta Dental PPO program allows you to go to any in- or out-of-network general or specialty dentist at the time of treatment. County of Champaign dental enrollees have access to two networks, Delta Dental PPO and Delta Dental Premier managed fee-for-service. When you call your dentist's office to make an appointment, ask if your dentist participates in either Delta Dental PPO or Premier. Your out-of-pocket costs will vary depending on whether he/she participates in Delta Dental PPO, Premier or neither (i.e., "out-of-network"). **You will maximize your benefits by receiving care from a Delta Dental PPO network dentist.** There are 143,000 Delta Dental PPO and 223,000 Delta Dental Premier dentist locations nationwide.

#### Choosing Your Dentist

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For example, if you need a crown, assume the Delta Dental PPO fee allowance is \$500 and the MPA is \$600. If your plan covers crowns at 50% and your dentist normally charges \$700, your out-of-pocket cost (excluding deductible) would be:

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(50% of the \$500 PPO fee allowance)

**Delta Dental Premier Dentist – \$300**  
(50% of the \$600 MPA)

**Out-of-Network Dentist – \$400**  
(50% of the \$600 MPA plus \$100 difference between the MPA and the dentist's billed charge)

2) Because we reimburse Delta Dental PPO and Premier dentists directly, they agree to charge you no more than your deductible and coinsurance; in other words, *you do not have to pay the whole bill up-front and wait for reimbursement.*

3) Out-of-network dentists do not accept Delta Dental's MPA as payment-in-full. If an out-of-network dentist's charge exceeds the MPA, you must pay the difference plus your deductible and coinsurance. At the dentist's discretion, *you may also have to pay the entire bill in advance.*

4) Claim forms will be completed and submitted at no charge. Out-of-network dentists may require you to complete forms yourself or to pay a service charge.

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#### Non-Covered Services

There are some limitations on the expenses for which the County of Champaign Dental Plan pays. For further information, refer to your certificate of coverage or call our customer service department.

#### Finding a Network Dentist

To verify your dentist's participation status, simply ask him/her if he/she is a Delta Dental PPO or Delta Dental Premier network dentist, call our interactive voice response (IVR) phone system, contact our customer service department or visit our Web site.

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The County of Champaign Dental Plan utilizes the Delta Dental PPO and Delta Dental Premier networks. To locate a network dentist, click on Dentist Search in the Subscriber section.

You can search by:

- 1) City, state and ZIP code
- 2) Specialty
- 3) Dentist name (optional)

## Summary of Benefits and Covered Services

### Annual Maximum

\$1,000/person

\*\*\*TO GO\*\*\*

Enrollees may carryover unused portions of their annual maximums to the new year's annual maximum. Maximum amounts eligible for carryover are subject to limitations.

### Annual Deductible

(applies to Basic/Major only)

\$50/person;  
\$150/family

\$50/person;  
\$150/family

\$50/person;  
\$150/family

### Lifetime Ortho. Maximum

\$1,000

	<u>Delta Dental PPO</u>	<u>Delta Dental Premier</u>	<u>Out-of-Network</u>
<b>Preventive/Diagnostic</b>	100% of reduced fee*	100% of MPA**	100% of MPA***
<ul style="list-style-type: none"> <li>◆ oral evaluations (two per benefit year)</li> <li>◆ X-rays (bitewings only - two per benefit year)</li> <li>◆ prophylaxis (cleaning; two per benefit year)</li> <li>◆ fluoride treatment (once per benefit year for children under age 19)</li> <li>◆ space maintainers</li> <li>◆ sealants</li> </ul>			
<b>Basic</b>	80% of reduced fee*	80% of MPA**	80% of MPA***
<ul style="list-style-type: none"> <li>◆ fillings</li> <li>◆ X-rays (excluding bitewings)</li> <li>◆ emergency exams and palliative treatment</li> </ul>			
<b>Major</b>	50% of reduced fee*	50% of MPA**	50% of MPA***
<ul style="list-style-type: none"> <li>◆ crowns, jackets, cast restorations</li> <li>◆ fixed/removable bridges</li> <li>◆ partial/full dentures</li> <li>◆ simple extractions</li> <li>◆ surgical &amp; non-surgical periodontics</li> <li>◆ endodontics</li> <li>◆ oral surgery</li> <li>◆ general anesthesia (in conjunction with oral surgery)</li> </ul>			
<b>Orthodontia</b>	50% of reduced fee* subject to lifetime maximum	50% of dentist's usual fee subject to lifetime maximum	50% of dentist's usual fee subject to lifetime maximum
<ul style="list-style-type: none"> <li>◆ for dependent children under age 19</li> </ul>			
	*You will not be "balance billed" for charges exceeding Delta Dental's allowed PPO fee	**You will not be "balance billed" for charges exceeding Delta Dental's maximum plan allowance (MPA)	***You are responsible for charges exceeding Delta Dental's maximum plan allowance (MPA)

The preceding information is a brief summary of the County of Champaign Dental Plan and the services it covers. If you have specific questions regarding benefit coverage, limitations or exclusions, contact Delta Dental at 1-800-323-1743.

Note: Delta Dental imposes no restrictions on the method of diagnosis or treatment by a treating dentist. A benefit determination relates only to the level of payment that your group dental plan is required to make.

# Champaign County Plan Design Summary

## Eye Exam, Lenses, Frames, Frequencies

Effective Date: 1/1/2013

	Plan 1: TrueView Plan H	
	EyeMed Access Network	Out of Network
Annual Eye Exam	\$10 Co-pay	Up to \$35
Lenses (per pair)		
Single Vision	\$25 Co-pay	Up to \$25
Bifocal	\$25 Co-pay	Up to \$40
Trifocal	\$25 Co-pay	Up to \$55
Lenticular	20% discount	No benefit
Progressive	Standard = \$90 Co-pay Premium = See Reverse	NA
Frames	\$100	Up to \$45
Frequencies		
Exam/Lens/Frames	12/12/12 Based on date of service	12/12/12 Based on date of service

## Deductible, Maximum

Deductibles	\$10 Exam \$25 Eye Glass Lenses	No deductible
Maximum Calendar Year	None	None

## Contact Lenses

Fit & Follow Up Exams	Standard: Member cost up to \$55 Premium: 10% off of retail	No benefit No benefit
Contacts		
Elective	Up to \$115	Up to \$92
Medically Necessary	Covered in full	Up to \$200

## Per Pay Rate

Employee (EE)	\$3.76
EE + Spouse	\$7.90
EE + Children	\$6.36
EE + Spouse & Children	\$10.60

Rates are guaranteed for 24 months following the effective date listed above.



John Malachowski, CLU  
Gallagher Benefit Services, Inc.  
A Subsidiary of Arthur J. Gallagher & Co.  
101 S. Main Street, Suite 200  
Decatur, Illinois 62523  
Phone: 217.233.3342  
Email: john\_malachowski@ajg.com

# Champaign County Plan Design Summary

## Lens Options (member cost)

	Plan 1: TrueView Plan H	
	EyeMed Access Network	Out of Network
<b>Progressive Lenses</b>	Standard: \$65 + lens deductible Premium: lens cost - 20% discount - \$120 allowance + Standard Progressive cost	No benefit
<b>Std. Polycarbonate</b>	\$40	No benefit
<b>Scratch Resistant Coating</b>	\$15	No benefit
<b>Anti-Reflective Coating</b>	\$45	No benefit
<b>Ultraviolet Coating</b>	\$15	No benefit
<b>LASIK or PRK</b>	Average discount of 15% off retail price or 5% off promotional price at US Laser Network participating providers.	No benefit

## Additional TrueView Features (In Network)

<b>Discounts</b>	15% discount on the remaining balance in excess of the conventional contact lens allowance. 20% discount on the remaining balance in excess of the frame allowance. 20% discount on items not covered by the plan at network providers, which may not be combined with any other discounts or promotional offers. This discount does not apply to EyeMed Provider's professional services, or contact lenses.
<b>Lens Options (Member Cost)</b>	\$15 - Tint (Solid & Gradient).
<b>Secondary Purchase Plan</b>	Members receive a 40% discount on a complete pair of glasses once the funded benefit has been exhausted. Members receive a 15% discount off the retail price on conventional contact lenses once the funded benefit has been exhausted. Discount applies to materials only.
<b>Contact Lens Replacement by Mail Program</b>	After exhausting the contact lens benefit, replacement lenses may be obtained at significant discounts on-line. Visit EyeMedvisioncare.com for details.



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Email: john\_malachowski@ajg.com

**RELIANCE STANDARD**  
LIFE INSURANCE COMPANY

Confidential proposal for Group Eye Care  
Prepared for Champaign County  
August 30, 2012  
Page 5



## ***CHAMPAIGN COUNTY BOARD STRATEGIC PLAN***

### **VALUES**

Diversity  
Teamwork  
Responsibility to the Public  
Justice  
Quality of Life

### **VISION**

Our vision is to be a recognized leader in local government where every official and employee has a personal devotion to excellence in public service and embraces the highest standards of ethics and integrity to serve the citizens of Champaign County.

### **MISSION**

The Champaign County Board is committed to the citizens of Champaign County by providing services in a cost-effective and responsible manner; which services are required by state and federal mandates, and additional services as prioritized by the County Board in response to local and community priorities.

### **DEFINING OUR VALUES**

#### **DIVERSITY**

- Appreciation of the diverse culture within our community
- Strive for a workforce reflective of the community
- Equal and inclusive access to services and programs

#### **TEAMWORK**

- Intra-governmental cooperation
- Inter-governmental cooperation
- Legislative advocacy
- Collaboration to achieve goals
- Civility and cooperation among the County Board

#### **RESPONSIBILITY TO THE PUBLIC**

- Fiscal solvency
- Transparency
- Efficient and friendly delivery of services
- Ethical behavior
- Adaptive thinking
- Long-term planning

## **CHAMPAIGN COUNTY BOARD STRATEGIC PLAN**

### **JUSTICE**

- Equal access to civil and criminal justice services
- Place value on public safety and individuals' rights
- Encourage effective communication among public safety/criminal justice system providers
- Prevention of recidivism
- Manage safe and secure detention facilities

### **QUALITY OF LIFE**

- Value broad range of quality education
- Manage and encourage delivery of quality and effective health care services
- Effectively manage real estate tax cycle
- Support of local business community
- Promote effective economic development
- Management of natural resources
- Provide transportation options and safe, long-lasting infrastructure

## **GOALS**

### **GOAL 1 – Champaign County is committed to being a High Performing, Open, and Transparent Local Government Organization**

#### ***County Board Initiatives:***

- Develop strategies for declining state support
- Replace the County's financial software system
- Move commodity information technology systems to cloud services to allow IT staff to focus on County systems, buying services when appropriate
- Develop a the list of core, mandated services provided by the County
- Develop strategies for retention and continuity in county leadership roles and specifically the County Administrator

### **GOAL 2 – Champaign County Maintains High Quality Public Facilities and Highways and Provides a Safe Rural Transportation System and Infrastructure**

#### ***County Board Initiatives:***

- Complete an assessment of County facilities
- Develop a long range facilities master plan
- Address the immediate needs of County facilities and particularly ADA requirements
- Explore alternative sources of revenue for facilities maintenance and new facilities

## ***CHAMPAIGN COUNTY BOARD STRATEGIC PLAN***

### **GOAL 3 – Champaign County Promotes a Safe, Just, and Healthy Community**

#### ***County Board Initiatives:***

- Address the sustainability and viability of the Champaign County Nursing with a long term strategy
- Work with local partners in the establishment of an adult assessment center
- Establish a system of review for County ordinances, resolutions, and plans, such as disaster plans
- Establish a review of County departments, boards, and commissions to ensure they meet and respond to current needs

### **GOAL 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources**

#### ***County Board Initiatives:***

- Ensure that all new programs have a model that sustains them past startup
- Seek more intergovernmental cooperation in planning in land use and fringe areas
- Develop energy reduction plans for both conservation and cost savings



# community elements

wellness and recovery for the community

## **Community Reentry Quarterly Report June 2015 – August 2015**

Submitted To:

Ms. Debra Busey

County Administrator

Brookens Administrative Center

1776 E. Washington Street

Urbana, IL 61802

August 28, 2015

The Reentry Council has held 16 monthly meetings in all, three this quarter.

Throughout June 2015, Matt Chouinard, Reentry Case Manager, worked to connect with the 34 reentry participants on the active caseload, in addition to conducting screenings for potential reentry participants. During the period of transition in the Case Manager position, numerous Community Elements' staff members continued to work together to keep the lines of communication and engagement open with individuals who have been screened for the Program, to ensure that immediate needs are met. Celeste Blodgett assisted client outreach by maintaining contact with 30 individuals who had been screened for the program and were waiting to develop service plans.

In addition, Celeste worked to secure a location, date, and appropriate vendors for the Champaign County Reentry Resource Fair. Celeste also worked to concurrently develop an employment piece for the Fair, as well as for the Program, contacting more than 260 local businesses through direct mailings, follow-up phone calls, and face-to-face meetings. Mailings included a Reentry Program brochure and a flyer with information pertaining to the Fair and the methods in which interested employers could choose to be involved. The reverse side of the flyer contained information on available incentives for employers who hire people with a criminal history. Celeste will continue to identify employers for inclusion in a database of local businesses willing to hire people with criminal backgrounds.

In July, Matt met with reentry clients at Illinois Department of Employment Security's monthly job fair, held at the Illinois WorkNet Center. Of the six Reentry Program clients who attended this event, two obtained employment from connections made there. Celeste continued to meet with area employment agencies and social service providers to make known the Reentry Program, publicize the Champaign County Reentry Resource Fair, ask for agencies' participation in the Fair, and build collaborative relationships.

1801 Fox Drive, Champaign IL 61820 217 398 8080  
801 North Walnut Street, Champaign IL 61820 217 373 2430

Tyke Peacock, a former graduate of Urbana High School, once world-renowned high jumper, and current citizen of Champaign County who has struggled with addiction and was involved in the criminal justice system for 20 years, joined the Reentry Council in July. Mr. Peacock volunteered use of his personal journey of reentry and recovery as a human interest story to draw media attention to the Reentry Resource Fair, as well as inspire justice-involved citizens of Champaign County.

The first, community-level Champaign County Reentry Resource Fair was held August 19, 2015. 24 vendors participated and approximately 100 people attended the event that was held on the fourth floor of the Champaign-Urbana Mass Transit District Illinois Terminal, in downtown Champaign. A variety of resources were accessible at the Fair including information on obtaining state IDs and driver's licenses, child support information, record expungement and sealing information, various employment and educational resources, healthcare and medical coverage information, substance abuse and mental health treatment resources and opportunities for peer mentoring services.

Application submission process information was available for record expungement and sealing in Champaign and other Illinois counties. In addition, Land of Lincoln Legal Assistance was onsite to offer legal advice. Numerous employment agencies attended including Illinois Department of Employment Security, DHS: Vocational Rehabilitation, Champaign County Regional Planning Commission, Parkland Adult Education and Workforce Development, Express Employment Professionals, and Labor Ready. In addition, employment applications were available for interested applicants.

Surveys were available to attendees and vendors, alike. The response to the Reentry Resource Fair, from both groups, was overwhelmingly positive. Attendees hope to have the opportunity to attend and agencies welcome the opportunity to participate in this event in the future. Senator Scott Bennett also participated in the Reentry Resource Fair and communicated his support and enthusiasm for the event.

As of August 21, 2015, the Reentry Program has had contact with 343 eligible participants since the inception of the program, 229 people (67%) agreed to participate in a screening, 101 (29%) were engaged in services, the current active case management caseload is 52. As of July 13, 2015, a total of 87 people had engaged in Reentry Program services since June 1, 2014. Of those 87, seven had received a new judgement resulting in an 8% recidivism rate for program participants. Six additional participants had pending charges; resulting in a 15% reoccurrence rate. These recidivism outcomes compare favorably to available statistics from other rigorously evaluated reentry programs throughout the United States. Program evaluation, outcome measurement, and needs assessment remain key activities of program staff and the Reentry Council.

Respectfully Submitted By:  
Bruce Barnard and Celeste Blodgett



1801 Fox Drive, Champaign IL 61820 217 398 8080  
801 North Walnut Street, Champaign IL 61820 217 373 2430

RESOLUTION



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

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

MH PARK:  
VIN: 292  
YR/SQ FT: 1973 / 888

PERMANENT PARCEL NUMBER: 30-054-0009

As described in certificate(s): 108 sold on October 25, 2012

Commonly known as: 9 KICKAPOO TRL

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Terry D Gilliland, has paid \$1,202.93 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Budget & Finance Committee and at the same time it having been determined that the County shall receive \$637.91 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the Chairman of the Board of Champaign County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$637.91 to be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

MH PARK:  
VIN: 3412  
YR/SQ FT: 1973 / 1120

PERMANENT PARCEL NUMBER: 29-050-0040

As described in certificate(s): 102 sold on October 25, 2012

Commonly known as: The Oaks Mobile Home Estate, 40 THE OAKS MHE

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, The Oaks of Illinois, has paid \$1,312.64 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Budget & Finance Committee and at the same time it having been determined that the County shall receive \$722.56 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the Chairman of the Board of Champaign County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$722.56 to be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

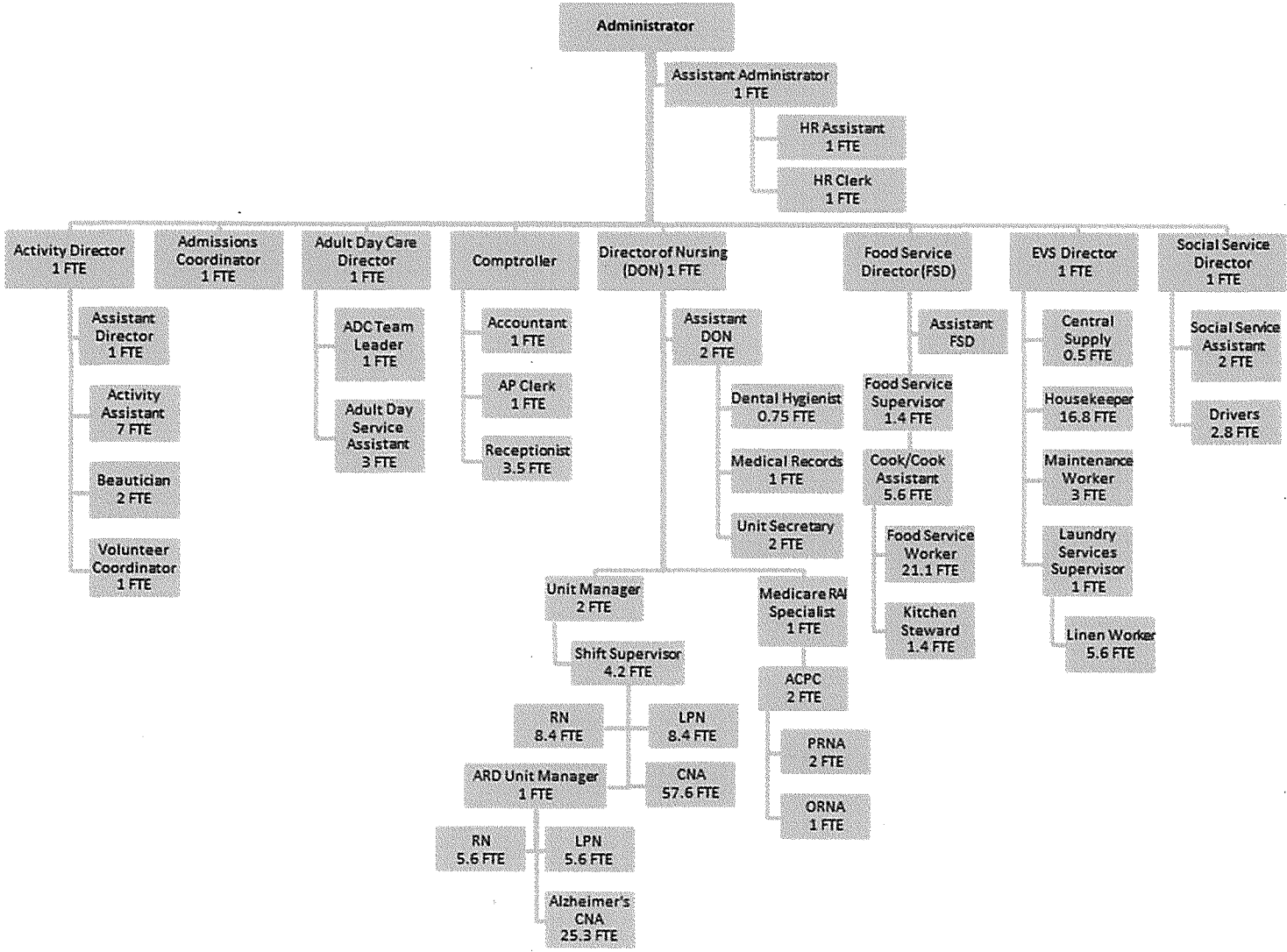
ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

**CHAMPAIGN COUNTY NURSING HOME – FUND 081-000**



Champaign County Nursing Home positions: 215.4 FTE



*Nursing Home Fund Summary*

**MISSION STATEMENT**

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

**BUDGET HIGHLIGHTS – NURSING HOME FUND SUMMARY**

The budget assumptions are summarized as follows:

**Revenue**

*Census*

Revenue projections are driven by census assumptions. The following table summarizes the FY2016 census assumptions by payor. The FY2015 year-to-date (YTD) figures are through July 2015.

	<b>FY2016 Budget: CCNH Census Projections</b>				
	<b>FY2014 Budget</b>	<b>FY2015 Budget</b>	<b>FY2015 YTD (Through July) With Medicaid Conversions</b>	<b>FY2015 YTD (Through July) Without Medicaid Conversions</b>	<b>FY2016 Budget</b>
<b>Medicare</b>	20.1	18.5	12.6	12.6	21
<b>Medicaid</b>	107.7	107	141.8	108.1	112
<b>Private Pay</b>	65.0	71.0	38.6	72.2	71
<b>VA</b>	2.2	3.5	2.0	2.0	2
<b>Total</b>	195	200.0	195.0	195.0	206

The FY2016 budget is based on a census of 206. As in past budgets, Medicare is the primary revenue driver. Ongoing efforts to enhance CCNH’s Medicare market position includes the designation of unit 4 as a new admissions short term Medicare unit that will provide 18 private rooms and 4 semi-private beds. CCNH will be the only skilled nursing facility to offer private Medicare rooms. Long term residents that return after a Medicare qualifying hospital stay will receive Medicare services in their long term care bed. This strategic move will improve the Medicare referrals from the hospitals and managed care plans including MMAI.

Enrollment in the Medicare Medicaid Alignment Initiative (MMAI), the managed care program for seniors that are eligible for Medicare and Medicaid has shown significant growth in 2015. Enrollment is expected to increase in coming years. The county home’s past history of accepting Medicaid admissions in addition to the readmission and other quality of care efforts have positioned CCNH to be a strong skilled nursing facility (SNF) referral option for the managed care plans.

*Nursing Home Fund Summary*

In addition, HealthPRO, the provider of our therapy services, brought on a new Therapy Program Manager in mid-August. The new Program Manager comes to CCNH with a strong program management background that will improve the CCNH therapy program.

The YTD Medicaid census is over stated and the private pay census is understated due to the large number of Medicaid conversion days that have occurred in 2015. The column titled “FY2015 YTD (Through July) Without Medicaid Conversions” provides the census data based on residents actually in the facility between January and July.

The FY2016 projected census results in a Medicare mix of 11.9%, Medicaid at 53.3%, and Private pay (including VA) at 34.8%. The FY2015 YTD payor mix is summarized with and without conversion days.

<b>FY2015 Budget: CCNH Payor Mix Projections</b>					
	<b>FY2014 Budget</b>	<b>FY2015 Budget</b>	<b>FY2015 YTD (Through July) With Medicaid Conversions</b>	<b>FY2015 YTD (Through July) Without Medicaid Conversions</b>	<b>FY2016 Budget</b>
<b>Medicare</b>	10.1%	9.3%	6.5%	6.5%	11.9%
<b>Medicaid</b>	53.9%	53.5	72.7%	55.0%	53.3%
<b>Private Pay</b>	33.6%	37.3%	20.8%	38.1%	34.8%

*Revenue Rates*

Private pay rates have been increased by one percent. With the current food service issues, there is no justification for raising rates any higher at this time. Currently CCNH’s rates are well below other Champaign/Urbana facilities.

The current Medicaid rate as of July 1<sup>st</sup> is \$142.58 with the inter-governmental rate add-on and reflects the recent increase in Medicaid rate of \$159.44. The budget reflects a 5% Medicaid rate cut which reduces the Medicaid rate to \$135.45. The IGT rate changes to \$154.27. Medicare rates were increased by 0%

*Additional Revenue Assumptions*

Adult day care revenue has shown improvement in 2014 and 2015 due to the increase in VA referrals and a renegotiated VA contract. Revenue was \$302,000 in FY2011, \$251,000 in FY2012, \$217,000 in FY2013 and \$278,179 for FY2014. Expenses in FY2014 totaled \$254,332. In 2015, revenue is projected to total \$264,567. Expenses are expected to total \$197,634.

The VA and the Health Alliance and Molina Healthcare managed care plans have stated their interest in the adult day care program and outpatient therapy program. The outpatient therapy program is expected to start in September 2015.

**Expenses**

*Assumptions*

The following are the major assumptions driving the projected expenses for FY2016:

## *Nursing Home Fund Summary*

- All union and non-union wages reflect a 2% increase.
- All budgeted wages reflect full staffing and not actual staffing that was used in the budget prior to 2014.
- Health insurance expenses were increased by twelve percent.
- The IMRF employer rate dropped from 9.92% to 8.97%.
- Nursing wages reflect staffing based on 12.5 open CNA positions.
- Non-labor expenses were either increased by one percent except or reflect a plug number based on historical review. Major items are discussed below.

### *Non-Labor Expense Changes*

- Nursing Services – Contract Nursing.

FY2010 actual of \$1,256,254

FY2011 actual of \$1,000,778

FY2012 actual of \$738,846

FY2013 actual of \$445,686

FY2014 projected total of \$882,201

FY2015 projected total of \$860,433

FY2016 budget of \$650,000

The FY2016 budget assumes a decline from FY2015

- Food Service  
Professional services of \$731,460 reflect the Health Care Services Group, Inc., (HCSG) fees that have been negotiated for FY2016 and reflects no increase from 2015. All non-labor expenses except for nutrition supplements are included in professional services fees.

### **Capital Expenses**

The budget includes six capital items, which are summarized below. Because the county accounting procedures treat capital expenditures as operating expenses, the budget will also include the capital items as expense items. Under accrual accounting, when capital items are purchased, the costs would be depreciated and not treated as expense. All of the capital items are estimates.

- Dryer lint remediation system - \$150,000. Last year, the estimate was \$325,000 but a alternative solution was found in discussions with County Facilities Director and GHR resulting in the projected expense.
- Boiler replacements - \$380,000. The four boilers have been damaged as a result of the lint issue and will need to be replaced once the lint remediation work has been completed.
- Computer replacements - \$25,900. This covers the replacement of all obsolete computers.

*Nursing Home Fund Summary*

**FINANCIAL**

<b>Fund 081 Summary</b>			<b>2014 Actual</b>	<b>2015 Original</b>	<b>2015 Projected</b>	<b>2016 Budget</b>
311	32	CURR PROP TX-NURS HM OPER	\$1,094,709	\$1,142,494	\$1,131,069	\$1,142,494
313	32	RE BACKTAX-NURS HOME OPER	\$441	\$0	\$0	\$0
314	10	MOBILE HOME TAX	\$1,057	\$0	\$0	\$0
315	10	PAYMENT IN LIEU OF TAXES PROPERTY TAXES	\$783 \$1,096,990	\$0 \$1,142,494	\$0 \$1,131,069	\$0 \$1,142,494
345	17	NH CARE-VET ADM PATIENTS	\$269,773	\$333,714	\$186,675	\$187,559
345	18	ADLT DAYCARE-VA CLIENTS	\$91,281	\$61,000	\$131,480	\$61,000
345	19	NH CARE-HOSPICE PATIENTS	\$487,301	\$426,241	\$594,773	\$642,714
345	20	ADLT DAYCARE-PRIV CLIENTS	\$38,437	\$34,000	\$23,349	\$34,000
345	21	ADLT DAYCARE-IDOA CLIENTS	\$148,462	\$113,000	\$109,735	\$113,000
345	22	NH CARE-PRIV PAY PATIENTS	\$5,122,183	\$5,449,561	\$3,029,040	\$5,449,665
345	23	NH CARE-MEDICAID PATIENTS	\$5,874,440	\$5,531,115	\$7,442,567	\$5,574,708
345	26	NH CARE-MEDICARE/A PATNTS	\$1,613,812	\$2,131,423	\$1,063,081	\$2,655,156
345	27	NH CARE-MEDICARE/B PATNTS	\$492,977	\$420,000	\$212,445	\$200,000
345	29	NH CARE-PRIV INSUR PATNTS	\$1,144,891	\$753,968	\$1,433,618	\$806,504
345	33	NURS HOME BEAUTY SHOP REV	\$41,576	\$39,297	\$39,930	\$39,000
345	34	MEDICAL SUPPLIES REVENUE	\$73,510	\$87,812	\$53,456	\$60,000
345	35	PATIENT TRANSPORTATN CHGS FEES AND FINES	\$17,989 \$15,416,632	\$19,003 \$15,400,134	\$10,162 \$14,330,311	\$19,000 \$15,842,306
361	10	INVESTMENT INTEREST	\$442	\$300	\$321	\$300
363	50	RESTRICTED DONATIONS	\$8,785	\$3,500	\$5,472	\$3,500
369	12	VENDING MACHINES	\$1,111	\$0	\$3,348	\$4,000
369	20	NURS HOME MEAL TICKETS	\$4,109	\$4,000	\$1,998	\$2,000
369	30	LATE CHARGE, NSF CK CHG	\$34,736	\$17,000	\$17,807	\$17,000
369	42	WORKER'S COMP. REIMB.	\$816	\$0	\$0	\$0
369	90	OTHER MISC. REVENUE MISCELLANEOUS	\$6,397 \$56,396	\$6,500 \$31,300	\$13,452 \$42,398	\$6,500 \$33,300
<b>REVENUE TOTALS</b>			<b>\$16,570,018</b>	<b>\$16,573,928</b>	<b>\$15,503,778</b>	<b>\$17,018,100</b>
511	3	REG. FULL-TIME EMPLOYEES	\$3,954,657	\$4,479,199	\$3,757,655	\$4,627,489
511	4	REG. PART-TIME EMPLOYEES	\$85,863	\$94,714	\$110,068	\$155,797
511	5	TEMP. SALARIES & WAGES	\$192,367	\$199,055	\$158,740	\$160,000
511	6	PER DIEM	\$2,250	\$2,551	\$2,970	\$3,000
511	9	OVERTIME	\$769,520	\$787,551	\$537,765	\$663,015
511	43	NO-BENEFIT FULL-TIME EMPL	\$1,061,494	\$1,229,270	\$792,984	\$909,423
511	44	NO-BENEFIT PART-TIME EMPL	\$606,022	\$687,347	\$736,131	\$828,520
513	1	SOCIAL SECURITY-EMPLOYER	\$499,017	\$564,691	\$457,928	\$562,964
513	2	IMRF - EMPLOYER COST	\$625,945	\$670,252	\$525,804	\$626,422
513	4	WORKERS' COMPENSATION INS	\$176,351	\$222,347	\$153,810	\$216,286
513	5	UNEMPLOYMENT INSURANCE	\$145,074	\$286,490	\$299,218	\$362,778

*Nursing Home Fund Summary*

513	6	EMPLOYEE HEALTH/LIFE INS	\$807,074	\$801,853	\$768,444	\$930,591
513	20	EMPLOYEE DEVELOPMNT/RECOG	\$608	\$354	\$3,586	\$4,000
513	21	EMPLOYEE PHYSICALS/LAB PERSONNEL	\$30,740 \$8,956,982	\$31,508 \$10,057,182	\$28,725 \$8,333,828	\$30,000 \$10,080,285
522	1	STATIONERY & PRINTING	\$1,683	\$2,978	\$2,498	\$3,000
522	3	BOOKS,PERIODICALS & MAN.	\$1,502	\$1,347	\$3,208	\$2,380
522	4	COPIER SUPPLIES	\$7,260	\$7,870	\$5,273	\$6,000
522	6	POSTAGE, UPS, FED EXPRESS	\$7,443	\$6,965	\$2,825	\$4,000
522	10	FOOD	\$288,647	\$0	\$0	\$0
522	12	STOCKED DRUGS	\$23,777	\$23,571	\$18,306	\$25,000
522	15	GASOLINE & OIL	\$18,850	\$14,739	\$8,116	\$15,847
522	16	TOOLS	\$1,235	\$0	\$1,722	\$500
522	17	GROUNDS SUPPLIES	\$441	\$730	\$2,665	\$730
522	22	MAINTENANCE SUPPLIES	\$26,421	\$26,623	\$28,997	\$30,000
522	25	DIETARY NON-FOOD SUPPLIES	\$4,069	\$0	\$711	\$1,000
522	28	LAUNDRY SUPPLIES	\$8,208	\$19,024	\$15,033	\$16,000
522	31	PHARMACY CHRGS-PUBLIC AID	\$21,868	\$21,117	\$24,370	\$25,000
522	33	OXYGEN	\$39,220	\$43,624	\$39,596	\$42,000
522	34	INCONTINENCE SUPPLIES	\$112,543	\$116,436	\$102,545	\$110,000
522	35	NUTRITIONAL SUPPLEMENTS	\$52,300	\$38,628	\$77,024	\$60,000
522	36	PHARMACY CHRGS-INSURANCE	\$68,166	\$100,113	\$116,016	\$125,000
522	44	EQUIPMENT LESS THAN \$5000	\$28,854	\$22,747	\$25,936	\$23,800
522	91	LINEN & BEDDING	\$11,094	\$14,865	\$47,989	\$15,000
522	93	OPERATIONAL SUPPLIES	\$286,913	\$260,315	\$253,892	\$259,439
522	98	PHARMACY CHARGES-MEDICARE COMMODITIES	\$122,280 \$1,132,774	\$119,984 \$841,676	\$73,461 \$850,183	\$120,000 \$884,696
533	1	AUDIT & ACCOUNTING SERVCS	\$0	\$56,000	\$48,658	\$68,000
533	3	ATTORNEY/LEGAL SERVICES	\$50,325	\$60,000	\$73,021	\$60,000
533	4	ENGINEERING SERVICES	\$10,138	\$0	\$10,138	\$0
533	6	MEDICAL/DENTAL/MENTL HLTH	\$10,800	\$41,208	\$45,600	\$45,000
533	7	PROFESSIONAL SERVICES	\$2,103,766	\$2,476,998	\$1,654,679	\$1,645,648
533	12	JOB-REQUIRED TRAVEL EXP	\$2,863	\$3,071	\$1,959	\$3,071
533	17	FIELD TRIPS / ACTIVITIES	\$223	\$369	\$51	\$369
533	20	INSURANCE	\$265,402	\$291,904	\$269,491	\$291,904
533	22	LABORATORY FEES	\$28,675	\$33,316	\$26,534	\$30,000
533	26	PROPERTY LOSS/DMG CLAIMS	\$1,752	\$2,303	\$240	\$2,303
533	29	COMPUTER/INF TCH SERVICES	\$82,417	\$94,567	\$89,820	\$94,567
533	30	GAS SERVICE	\$187,286	\$208,668	\$165,987	\$195,000
533	31	ELECTRIC SERVICE	\$275,547	\$174,426	\$229,085	\$250,000
533	32	WATER SERVICE	\$34,575	\$28,683	\$30,521	\$33,000
533	33	TELEPHONE SERVICE	\$21,842	\$18,000	\$17,764	\$18,000
533	34	PEST CONTROL SERVICE	\$6,338	\$5,842	\$6,333	\$6,250
533	36	WASTE DISPOSAL & RECYCLNG	\$39,754	\$43,611	\$37,054	\$42,000
533	40	AUTOMOBILE MAINTENANCE	\$12,027	\$11,231	\$9,568	\$11,231
533	42	EQUIPMENT MAINTENANCE	\$39,579	\$27,687	\$44,459	\$40,000
533	51	EQUIPMENT RENTALS	\$48,292	\$15,595	\$42,326	\$38,460
533	70	LEGAL NOTICES,ADVERTISING	\$52,006	\$44,969	\$44,143	\$44,969
533	85	PHOTOCOPY SERVICES	\$18,345	\$15,732	\$11,246	\$15,732
533	86	NURS HOME BLDG REPAIR/MNT	\$94,511	\$77,853	\$126,906	\$100,000

*Nursing Home Fund Summary*

533	89	PUBLIC RELATIONS	\$929	\$607	\$849	\$607
533	91	LAUNDRY & CLEANING	\$4,172	\$6,000	\$4,825	\$2,000
533	93	DUES AND LICENSES	\$17,979	\$20,916	\$21,623	\$20,916
533	95	CONFERENCES & TRAINING	\$11,831	\$14,208	\$19,806	\$12,708
534	11	FOOD SERVICE	\$406,692	\$0	\$709,317	\$731,460
534	37	FINANCE CHARGES,BANK FEES	\$7,013	\$2,500	\$3,716	\$2,500
534	40	CABLE/SATELLITE TV EXP	\$27,117	\$28,535	\$34,280	\$30,000
534	46	SEWER SERVICE & TAX	\$18,812	\$18,180	\$17,409	\$18,000
534	58	LANDSCAPING SERVICE/MAINT	\$727	\$0	\$0	\$0
534	61	IPA LICENSING FEE	\$630,896	\$547,898	\$540,191	\$546,790
534	65	CONTRACT NURSING SERVICE	\$892,670	\$650,000	\$860,435	\$650,000
534	75	FINES AND PENALTIES	\$40,025	\$30,000	\$0	\$30,000
534	76	PARKING LOT/SIDEWLK MAINT	\$14,296	\$0	\$25,788	\$20,000
534	81	GENERAL LIABILITY CLAIMS	\$45,000	\$30,000	\$0	\$30,000
534	83	MEDICARE MEDICAL SERVICES SERVICES	\$31,823	\$38,577	\$12,891	\$38,577
			\$5,536,445	\$5,119,454	\$5,236,713	\$5,169,062
544	29	NUR HM BLDG CONST/IMPROVE	\$26,465	\$325,000	\$100,000	\$530,000
544	33	FURNISHINGS, OFFICE EQUIP	\$29,651	\$226,900	\$0	\$26,000
544	41	PARKING LOT/SIDEWLK CONST	\$0	\$19,242	\$0	\$0
544	73	MEDICAL/HEALTH EQUIPMENT	\$3,057	\$0	\$0	\$0
544	74	KITCHEN/LAUNDRY EQUIPMENT CAPITAL	\$51,951	\$0	\$0	\$0
			\$111,124	\$571,142	\$100,000	\$556,000
571	80	TO GENERAL CORP FUND 080 INTERFUND EXPENDITURE	\$307,665	\$317,665	\$307,490	\$311,765
			\$307,665	\$317,665	\$307,490	\$311,765
582	1	INTEREST-TAX ANTIC NOTES DEBT	\$3,791	\$7,000	\$0	\$7,000
			\$3,791	\$7,000	\$0	\$7,000
		<b>EXPENDITURE TOTALS</b>	<b>\$16,048,781</b>	<b>\$16,914,119</b>	<b>\$14,828,214</b>	<b>\$17,008,808</b>

**FUND BALANCE**

FY2014 Actual	FY2015 Projected	FY2016 Budgeted
-\$86,279	\$589,285	\$598,577

**FTE HISTORY**

FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
203	202.5	202.5	202.5	222.1	215.4

The FTEs in FY2016 reflect the assumption of 12.5 unfilled CNA positions to better reflect actual staffing. The 2015 budget was based on full staffing.

***ALIGNMENT to STRATEGIC PLAN***

*CB Goal 1 – Champaign County is a high performing local government organization committed to open, transparent governance.*

- To operate the CCNH effectively and with financial independence
- To offer long-term care, skilled nursing, memory care, and adult day care services to citizens without regard for their ability to pay
- To maintain services that are conservatively priced and offered to anyone who demonstrates a need
- To forge partnerships with employees through continuous education, consistent performance expectations, and a quality management system that incorporates staff at every level of the organization

*CB Goal 2 – Champaign County maintains high quality public facilities.*

- To develop a long-range plan for budgeting for, and implementing, appropriate facility maintenance in a timely fashion

*CB Goal 3 - Champaign County promotes a safe and healthy community.*

- To adopt and implement policies and procedures which address specific areas of CCNH's operations, including, but not limited to, nosocomial infection rates, falls, vaccinations, and decubitus ulcer prevention and treatment

*CB Goal 4 – Champaign County is a county that supports balanced growth.*

- To be responsive to community needs through the adjustment of care services provided by the CCNH based on the needs of the community

**RESOLUTION REGARDING CHARGES FOR SERVICES AT THE CHAMPAIGN  
COUNTY NURSING HOME**

**WHEREAS**, the basic charge established January 1, 2015 is not adequate to cover increased costs of operation for Champaign County Nursing Home; and

**WHEREAS**, the Champaign County Nursing Home Operating Board has duly noted and studied the impact upon the services provided and has determined that to continue to maintain the services now provided the following rate structure be established:

Skilled Nursing Care - Units 1, 2, &3	\$193.00 per day
Dementia Care, Advanced	\$239.00 per day
Private Suite Premium	\$46.50 per day
Nursing Home Transportation	\$37.00 + mileage @ \$0.52 per mile round trip
Adult Day Services	\$82.00 per day
Adult Day Services ½ Day	\$54.50 per day
Adult Day Transportation	\$11.10 each way

**NOW, THEREFORE, BE IT RESOLVED** that:

**Section 1.** All residents of Champaign County Nursing Home shall be charged the basic rate according to placement in the building and services received to become effective January 1, 2016.

**Section 2.** Third party payors will be billed for covered services with residents or their responsible party or/and their guardian being billed for the Medicare deductible and coinsurance. Separate charges shall be billed for all special therapy services provided.

**Section 3.** Separate charges shall be billed for Beauty and Barber Shop services provided.

**Section 4.** Separate charges shall be billed for medical and personal supplies as provided to the resident.

**Section 5.** The Champaign County Nursing Home Operating Board recommends that the Champaign County Board approve the rates.



**PRESENTED, ADOPTED, APPROVED, AND RECORDED** this 17<sup>th</sup> day of September 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

ATTEST:

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

FUND 850 GEOG INF SYS JOINT VENTUR DEPARTMENT 111 GIS CONSORTIUM

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
850-111-533.01 AUDIT & ACCOUNTING SERVCS	8,200	8,210	10,901	2,691
850-111-571.80 TO GENERAL CORP FUND 080	12,500	12,500	15,621	3,121
TOTALS	20,700	20,710	26,522	5,812

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** FISCAL YEAR 2014 EXPENDITURES THAT WERE ACCRUED TO FISCAL YEAR 2015 DUE TO LATE PAYMENT. IT IS REQUESTED THE FY2015 BUDGET AUTHORITY OF THESE LINE ITEMS BE INCREASED TO COVER THE ACCRUED EXPENDITURES.

DATE SUBMITTED: 8-10-2015 AUTHORIZED SIGNATURE Leanne Buhob-Ruley \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

FUND 080 GENERAL CORPORATE

DEPARTMENT 026 COUNTY TREASURER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-026-511.40 STATE-PAID SALARY STIPEND	6,500	6,500	10,429	3,929
TOTALS	6,500	6,500	10,429	3,929

**INCREASED REVENUE BUDGET:**

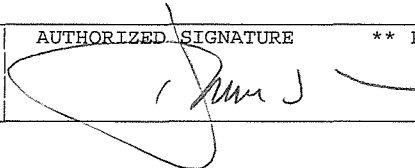
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-026-335.71 STATE REV-SALARY STIPENDS	6,500	6,500	10,429	3,929
TOTALS	6,500	6,500	10,429	3,929

**EXPLANATION:** DEPT OF REVENUE DID NOT PAY FULL TREAS STIPEND IN 2009 & 2010. TREAS ASSOC SUED STATE FOR DIFFERENCE IN 2010. TREAS PREVAILED IN COURT CASE NO. 10-MR-718 3/17/15.

DATE SUBMITTED:

8-17-15

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


FUND 633 STS ATTY RECORDS AUTOMATN DEPARTMENT 041 STATES ATTORNEY

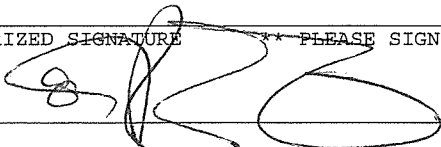
**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
633-041-522.44 EQUIPMENT LESS THAN \$5000	7,500	7,430	12,430	5,000
TOTALS	7,500	7,430	12,430	5,000

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** INCREASED APPROPRIATIONS FOR PURCHASE OF HIGH-VOLUME SCANNER. WITH NO INCREASE IN REVENUE; WILL COME FROM FUND BALANCE

DATE SUBMITTED: 8.25.15 AUTHORIZED SIGNATURE:  \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

FUND 080 GENERAL CORPORATE

DEPARTMENT 077 ZONING AND ENFORCEMENT

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-077-534.21 PROP CLEARANCE / CLEAN-UP	6,800	9,750	12,750	3,000
TOTALS	6,800	9,750	12,750	3,000

**INCREASED REVENUE BUDGET:**

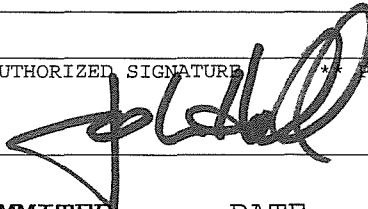
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** INCREASE IN APPROPRIATION TO COVER THE COST FOR A SECOND ENGINEERING INSPECTION FOR PROPERTY DEMOLITION PROJECT

DATE SUBMITTED:

8/31/15

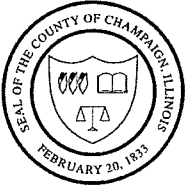
AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



## CHAMPAIGN COUNTY ANIMAL CONTROL DEPARTMENT

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210 S. Art Bartell Rd  
URBANA, IL 61802  
(217) 384-3798  
(217) 384-1238 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

### MEMORANDUM

**TO:** Christopher Alix, Deputy Chair and Members of the Finance Committee of the Whole

**FROM:** Stephanie Joos, Animal Control Director

**DATE:** September 2, 2015

**RE:** Intergovernmental Agreement with the City of Monticello

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Please accept for your review the intergovernmental agreement with the City of Monticello to provide animal impoundment services. Due to lack of resources in Piatt County for impoundment services, Monticello Police Chief John Carter approach Champaign County Animal Control in May with a request for services. I feel that Champaign County Animal Control can adequately assist the City of Monticello with their needs without causing hardship on the department's budget or staff.

The City of Monticello's population is 5,548 per 2010 census. The total annual amount paid to Animal Control will be \$4,882.24. Thank you for your consideration.

Sincerely,

Stephanie Joos  
Director of Animal Control  
Champaign County

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES**  
(City of Monticello - County of Champaign)

THIS AGREEMENT (the “*Agreement*”) is made and entered by and between the City of Monticello, an Illinois Municipal Corporation (the “*City*”) and the County of Champaign (the “*County*”):

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

WHEREAS, the County operates an Animal Services Facility as part of its Animal Control Program, primarily for the impounding of animals by local law enforcement agencies; and

WHEREAS, the City desires to impound animals at the County’s Animal Services Facility, and the County desires to allow the City to impound animals at the County’s Animal Services Facility, in accordance with the terms of this Agreement;

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

NOW, THEREFORE, in consideration of the foregoing recitals incorporated in this Agreement by reference and in consideration of the provisions and covenants contained herein, the parties agree as follows:

**1. Definitions.** For the purposes of this Agreement, “veterinary services” shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this Agreement the term “animal(s)” shall be defined as dogs, cats, rabbits, small rodents, ferrets, small reptiles, and dangerous dogs and vicious dogs under the Illinois Animal Control Act, 510 ILCS 5/1, *et seq.*; however

“animal(s)” does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 *et seq.*, or any other federal or state law or regulation.

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

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

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



securing animals delivered and securing the facilities upon departure in the event no County staff is available.

**5. Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the City generally needs held for animal control purposes. The County will attempt to provide housing in any extraordinary event that would result in a large influx of 20 or more animals, such as the arrest of an animal hoarder, but is unable to guarantee that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the City must find housing for any animals for which the County is unable to provide housing at the City's expense. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain more than 20 animals in response to an extraordinary event.

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

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

8. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County upon: a) the expiration of any applicable redemption period; b) execution of an owner-relinquishment form of the animal's owner(s); c) after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize, or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

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

10 **Payment.** The City shall pay the County an annual fee for animal impoundment services, at a rate of \$0.88 per capita of total City population, according to the most recent decennial census conducted by the U.S. Census Bureau. Accordingly, for the first year of service under this Agreement the City will pay the County \$4,882.24, where the 2010 census found the City has a total population of 5,548. (See U.S. Census Bureau, American FactFinder: 2010 Demographic Profile Data (Monticello, IL), *available at* <http://tinyurl.com/Monticello2010Census>). The City shall pay the County 1/12 of the annual fee

on the 15th day of each month. An annual rate increase will go into effect on the anniversary date of the signing of this Agreement. The annual rate increase will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law Consumer Price Index ("**PTELL CPI**") rate as set by the State of Illinois in January. If the PTELL CPI rate is less than zero, the rate increase shall be 0%. If the PTELL CPI rate is over 5%, the rate of increase will be capped at 5%. In January, the County will annually issue to the City the PTELL CPI rate adjustment, and new annual fee, that will be effective on the anniversary date of this Agreement.

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

**12. Computer Records.** The parties shall endeavor to design/evaluate, procure, implement, and maintain a computer records management program, which may include such data as: a) the number of animals housed and/or received on behalf of the City; b) boarding dates, c) date of final disposition; d) type of disposition and any fees associated therewith; and e) such other data reasonably deemed necessary by the parties.

**13. Indemnification.** Notwithstanding any other provision in this Agreement, each party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other, its appointed and elective officers and employees (the "**Indemnified Party**"), from and against all loss and expense, including attorney's fees and costs, by reason of any and all claims and demands by any person, arising from or pursuant to the actions of the Indemnifying Party, except where caused

by the negligence or wrongdoing of the Indemnified Party. This indemnification obligation shall not be interpreted to cover any other party's contributory negligence or otherwise wrongful acts or omissions.

**14. Duration; Termination.** This agreement shall be effective on the date of this Agreement and shall be effective until either party terminates this Agreement by notifying the other party in writing at least 90 days before termination is to become effective.

**15. Notice.** Any notice, payment, demand, or other communication required or permitted to be given by any provision of this Agreement shall be in writing, to such party at the address set forth below in this Section or such other address as any party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section. Any termination notice must be sent by certified mail, return receipt requested.

For notice to City:

City of Monticello  
210 N Hamilton  
Monticello, Illinois 61856  
Attn: City Chief of Police  
jcarter@monticellopolice.net

For notice to County:

Champaign County  
1776 East Washington Street  
Urbana, Illinois 61801  
Attn: County Administrator  
animalcontrol@co.champaign.il.us

**16. Amendments.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

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

**18. Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns,

and nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**19. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

CITY OF MONTICELLO  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
State's Attorney's Office

4843-4241-5652, v.3

4843-4241-5652, v. 3



Illinois State Board of Elections  
Acceptance Agreement



**Voting Access for Individuals with Disabilities – VAID VI**

You are receiving this Voting Access for Individuals with Disabilities Grant pursuant to Title II, Section 261 of the Help America Vote Act of 2002, (“HAVA”) (CFDA # 93.617). Generally stated, the purpose of this grant is to ensure that all polling places are made accessible to voters with disabilities. Your election jurisdiction, Champaign County (“Election Authority”), will receive the amount of \$5,274.00 (*five thousand, two hundred seventy-four dollars and 00/100*), which will be distributed in a lump sum payment unless you submit an addendum to request in smaller portions.

Specifically, this grant is to be used to:

1. Make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with disabilities, including the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters; and
2. Provide individuals with disabilities and the other individuals described in paragraph (1) with information about the accessibility of polling places, including outreach programs to inform the individuals about the availability of accessible polling places and training election authorities, election judges, poll workers, and other election volunteers on how best to promote the access and participation of individuals with disabilities in elections for Federal Office.

The State Board of Elections and you, the Election Authority, have responsibilities under HAVA both as to spending the grant for its intended purposes and tracking grant expenditures in accordance with applicable State and Federal laws and regulations. By accepting this grant, you agree to document all expenditures for audit purposes in accordance with generally accepted auditing standards, Federal Single Audit requirements, and any specific additional provisions contained in HAVA (42 U.S.C. § 15542). You must keep all expenditure documentation and receipts in your records until you are notified by the State Board of Elections to dispose of them. Furthermore, you agree to provide all documentation (i.e., receipts, invoices, copies of checks) applicable to activity under this grant program to the State Board of Elections or other auditing entity upon request.

Under no circumstances is this grant money to be supplanted into the county’s election budget by the County Board or the Board of Election Commissioners. These grant funds must be kept separate and segregated. These funds may not be used in any way in a private residence. For example, they may not be used to make permanent improvements to the building(s) or property of a private residence. These grant funds may be used only to make improvements to publicly owned buildings and/or property. Furthermore, purchases made with this grant shall become the responsibility and property of the Election Authority, or to whom the assignment of any permanent property is made by the Election Authority, not the State Board of Elections. All property control and custody responsibilities will be assumed by the Election Authority. The Election Authority must follow the federal equipment management requirements included in 41 CFR 105-71.132 and maintain adequate records of equipment purchased with HAVA funds. Likewise, the Election Authority agrees that all future costs related to maintenance, repairs, and upgrades to equipment or property purchased with these grant funds shall be the sole responsibility of the Election Authority, not the State Board of Elections.

As a condition of receipt of this grant, the Election Authority agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of the Illinois Human Rights Act (775 ILCS 5/2-105).

There are certain federal financial controls applicable to this grant. According to the regulations of the U.S. Treasury, recipients of Federal monies (State governments) that pass the funds on to sub-recipients in advance (Local governments) must ensure that only those monies determined necessary for immediate cash needs are advanced (34 CFR 80.20). The State Auditor General has interpreted ‘immediate cash needs’ as receiving advance funds **30 days or less from the expected date of paying the sub-recipient’s vendors.** Please submit **only when**

**you are ready to pay your vendors for qualifying expenses under this Program within the timelines given above.** Therefore, the grant may be applied toward any purchase or lease meeting the above criteria made **between July 1, 2014 and August 31, 2016.** The Election Authority agrees to indemnify and hold the State Board of Elections harmless against any claims brought against it by the Comptroller General or other agency of the federal government, for reimbursement of the grant funds in the event that the Election Authority is found liable for misapplication, misuse, or misappropriation of funds.

The Election Authority agrees that it will not purchase goods/services with HAVA funds with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. These can be found on the Excluded Parties List System located at [www.gsa.gov](http://www.gsa.gov) ([http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\\_BASIC&contentId=19944&noc=T](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=19944&noc=T))

The Election Authority will follow the Lobbying certification as required by Section 1352, Title 31 of the U.S. Code. The recipient certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement; and (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities.”

**THIS GRANT IS SUBJECT TO THE ILLINOIS GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, et seq.). THEREFORE, ANY UNSPENT PORTION OF THE GRANT THAT REMAINS AFTER 30 DAYS MUST BE RETURNED WITH INTEREST TO THE STATE BOARD OF ELECTIONS IMMEDIATELY. ANY MISSPENT OR IMPROPERLY HELD GRANT FUNDS ARE SUBJECT TO RECOVERY BY THE STATE BOARD OF ELECTIONS.**

**Election authorities that fail to pay their vendors for qualifying expenses within the 30-day time period as specified by the terms of this Agreement and underlying federal rule shall become liable to the State Board of Elections for interest penalties for failing to meet the 30-day interval (unless the applicable grant amount, or any unused portion thereof, is returned to the State before the 30-day period has elapsed). An election authority failing to meet this 30-day requirement will be liable for interest at the rate applicable to the State's payments to its vendors under the terms of the State Prompt Payment Act (30ILCS 540). The interest calculation for this mandatory reimbursement is based on the historical interest rates earned by the State HAVA fund and paid by the State Treasurer during the specific time periods the money was improperly held by the local jurisdiction. The election authority assessed this interest penalty must remit the penalty amount to the State Board of Elections within 30 days of receipt of notice from SBE. Such interest payment shall be identified separately from any grant returns or other refunds.**

By signing this document, you certify that you agree to use the grant funds provided for the purposes articulated above and certify that you understand and agree to the record keeping and documentation requirements set forth above. **Further, you certify that you will return to the SBE any of the unspent funds remaining within thirty days after receipt of such funds as noted above.** For purposes of this paragraph, the unspent funds shall be considered timely returned if it is actually received in either of the SBE offices (Chicago or Springfield) within 30 days of receipt or, if received beyond such 30-day period, the envelope containing the unspent funds is postmarked within such 30-day period. If the postmark on the envelope containing the unspent funds is missing or illegible, the return of the unspent funds will be considered timely if such envelope is received by the SBE no later than 5 business days following the end of such 30-day period.

In addition, you understand and accept that no additional HAVA related funds will be forthcoming, or in the alternative, that additional grant funds may be reduced by the amount of any outstanding funds owed to the State Board of Elections, until the terms of those agreements are satisfied and any unspent or unaccounted for funds are returned with interest as indicated above.

Any violations of this agreement may be reported to appropriate legal authorities for review and appropriate action.

**Chairman of County Board or Board of Election  
Commissioners Authorized Agent**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Election Authority Authorized Agent**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

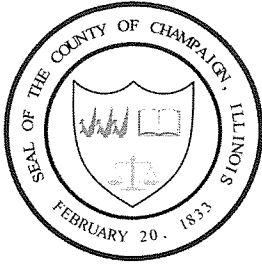
**Illinois State Board of Elections**

Signature \_\_\_\_\_

Printed Name Steven S. Sandvoss, Executive Director

Date \_\_\_\_\_





## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

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

**Deb Busey, County Administrator**

### **MEMORANDUM**

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

**FROM: Deb Busey, County Administrator**

**DATE: September 3, 2015**

**RE: Recommendation for FY2016 Health Insurance Premium  
Contributions for Non-Bargaining Employees**

#### **ISSUE:**

The County Board establishes the health insurance premium contributions for non-bargaining employees, with the exception of non-bargaining employees in the Nursing Home and Regional Planning Commission.

#### **REPORT:**

In 2013, the County Board adopted Resolution No. 8673 establishing premium contribution rates for non-bargaining employees for three years – FY2014, FY2015 and FY2016. Since the adoption of Resolution No. 8673, the County Board has entered into collective bargaining agreements with all of its FOP units wherein different terms for health insurance premium contributions were negotiated. In the interest of promoting equity among all of its employee groups, the County Board amended Resolution No. 8673 in September 2014 to align non-bargaining health insurance premium contributions with those established in the collective bargaining agreements. This recommendation is to similarly re-align non-bargaining contributions for FY2016 to maintain consistency with the collective bargaining agreements that have been negotiated for FY2016. The terms would require non-bargaining employees to pay 10% of the premium for single coverage; and the County will pay 90%. For employees who select dependent coverage, the County will pay the same 90% toward that premium as it does for single coverage and will add an additional \$70.00 per month toward the premiums for dependent coverage.

The following tables demonstrate the premium costs and contribution rates as they exist in FY2015, and the premium costs, contribution rates and increases to the employees as they will be established with the approved health insurance plan for FY2016.

<b>FOP &amp; Non Bargaining</b>					
<b>FY2015</b>	<b>Monthly Premium Rate</b>	<b>ER monthly</b>	<b>EE monthly</b>	<b>EE/Pay Period</b>	
Employee	\$ 670.00	\$ 616.40	\$ 53.60	\$ 26.80	
Employee + spouse	\$ 881.00	\$ 666.40	\$ 214.60	\$ 107.30	
Employee + child(ren)	\$ 834.00	\$ 666.40	\$ 167.60	\$ 83.80	
Employee + family	\$ 1,437.00	\$ 666.40	\$ 770.60	\$ 385.30	

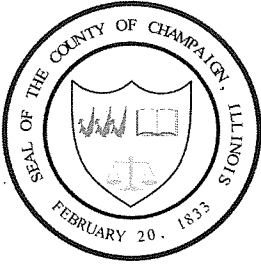
<b>FOP &amp; Non Bargaining</b>					
<b>FY2016-HAMP 5000a</b>	<b>Monthly Premium Rate</b>	<b>ER monthly</b>	<b>EE monthly</b>	<b>EE/Pay Period</b>	<b>EE/Pay Period Change from FY2015</b>
Employee	\$ 687.00	\$ 618.30	\$ 68.70	\$ 34.35	\$ 7.55
Employee + spouse	\$ 908.00	\$ 688.30	\$ 219.70	\$ 109.85	\$ 2.55
Employee + child(ren)	\$ 859.00	\$ 688.30	\$ 170.70	\$ 85.35	\$ 1.55
Employee + family	\$ 1,479.00	\$ 688.30	\$ 790.70	\$ 395.35	\$10.05

**REQUESTED ACTION:**

*The County Board approves the health insurance premium plan contributions for Non-Bargaining Employees (with the exception of Nursing Home and Regional Planning Commission employees) to be 10% of the single plan premium cost in FY2016. The additional cost of the dependent plans shall be paid by the employee for the plan in which they enroll, except that the County will contribute \$70/month to the additional cost of dependent coverage for those employees who enroll in dependent coverage plans in FY2016.*

Thank you for your consideration of this request.

attachment



## **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

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

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**Deb Busey, County Administrator**

### **MEMORANDUM**

**TO: Chris Alix, Deputy Chair-Finance & MEMBERS OF THE CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE**

**FROM: Deb Busey, County Administrator**

**DATE: August 31, 2015**

**RE: FY2016 NON-BARGAINING SALARY ADMINISTRATION RECOMMENDATION**

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#### **ISSUE**

Champaign County Personnel Policy Article 9-4 defines the procedure for market adjustments and annual increase recommendations to the non-bargaining salary ranges. Pursuant to the Article, it is incumbent on Salary Administration to conduct a salary survey in March-April, and provide a recommendation to the Finance Committee in June for appropriate salary range adjustments for non-bargaining salary ranges, and salary increase recommendations for non-bargaining employees to be implemented in the ensuing fiscal year.

#### **REPORT**

##### **Salary Survey and Salary Range Adjustment:**

This year, Champaign County Salary Administration has prepared a salary survey analysis based on comparison data of benchmark positions compiled from the following sources:

- A survey comparison of 24 benchmark positions from six mid-sized Illinois Counties – Madison, Champaign, Sangamon, McLean, Rock Island and Peoria;

The methodology utilized in the survey analysis consisted of the following:

- Comparing Champaign County current salary to the average for the comparable salaries of the other five counties.

The Survey included comparisons of 24 non-bargaining positions. The current salaries of the County's positions ranged from 72% to 142% of the comparable average salary for the other counties. For eight of the 24 positions, the Champaign County salary was the lowest in the six county comparison. In four of the 24 positions, the Champaign County salary was the highest in the six county comparison. The overall average places the

County's current salaries at 91.85% of the average salary for the other 5 counties. Champaign County is the second largest of the 6 counties in the comparison.

**FY2016 Non-Bargaining Salary Administration Recommendation**

At a time when the General Corporate Fund Departments were required to implement cuts in funding to their operating budgets for FY2016, the salary administration recommendation is to hold or freeze non-bargaining salaries at the current levels for FY2016. This recommendation anticipates that there will be no market or COLA adjustment to the salary ranges or to the non-bargaining employee salaries; there will be no compa-ratio adjustment of salaries as outlined in Chapter 9 of the Champaign County Personnel Policy; and that there will be no allowance for merit increases for the non-bargaining employee salaries in FY2016.

**RECOMMENDED ACTION:**

***The Finance Committee recommends to the County Board that the Non-Bargaining Employee salaries will be held at current levels for FY2016, with no increases budgeted for COLA, compa-ratio or merit adjustments.***

If you have any additional questions or information requests with regard to this issue, please feel free to contact me.

Attachments

**FINANCE COMMITTEE OF THE WHOLE – FY2016 BUDGET DECISION POINTS**

**Mental Health Fund**

Revenue	\$4,817,437
Expenditure	\$4,869,318
Revenue to Expenditure	-\$ 55,881

**Decision:** Adopt the increase staffing of 2 new positions and commensurate personnel increase

Salaries	\$130,982
Fringe Benefits	\$ 37,887
TOTAL	\$168,869

**GIS Fund**

Revenue	\$205,150
Expenditure	\$283,155
Revenue to Expenditure	- \$78,005

**Decision:** Adopt fee increase pursuant to recommendation of Cost Analysis Study to ensure future sustainability of funding to the GIS Consortium.

**General Corporate Fund –**

Revenue	\$35,970,035
Expenditure	\$35,792,545
Revenue to Expenditure	\$ 177,490

***Decision Points:***

- Leaving the budget revenue positive improves fund balance position from projected 10.9% at end of FY2015 to 11.36% at end of FY2016.
- Capital Facilities Projects budgeted at \$532,261 – status quo – unknown until Facilities Conditions Assessment is completed what actual needs may require.
- \$174,766 budgeted in new department budget for ADA Compliance. Unknown at this point how much of required costs this amount will cover.
- Capital Asset Replacement Fund budgeted at \$237,194 – covering replacement of only current items to be replaced in FY2016. Full funding of Capital Asset Replacement requires additional \$352,363 in appropriation from General Corporate Fund.
- \$5,000 being cut from assistance to Veterans as result of 4% reduction.
- Property Tax Freeze imposed by the State would result in an additional revenue reduction of \$398,765.

- Potential for increase to the Court Security Fee based on cost analysis study and recent legislation enabling this fee to be adjusted is anticipated to result in approximate \$500,000 increase in fees.

**Public Safety Sales Tax Fund**

Revenue	\$4,501,300
Expenditure	\$4,676,190
Revenue to Expenditure	-\$ 174,890

***Decision Points: County Board Discretionary Spending from Public Safety Sales Tax Fund***

- Discontinue relief to General Corporate Fund for salary and health insurance costs for Lieutenant at the Correctional Center – currently budgeted at \$89,525
- Cut the reimbursement to the General Corporate Fund utilities costs for public safety facilities – currently budgeted at \$441,586
- Funding of the \$100,000 grant for Re-Entry Program Services
- Funding of the \$59,919 for salary and benefits of the Specialty Courts Coordinator Position
- Funding of the \$225,000 – which is the 5% set-aside funding for juvenile justice prevention programs – currently funding the Youth Assessment Center

**Levy/Rate Projection - FY2016**

Based on Estimated 2015  
Equalized Assessed Valuation  
EAV % Change from 2014

**\$ 3,610,647,899**  
2.20%

	RY14 Extended Levy	RY14 Rate	Projected RY15 Levy	Projected RY15 Rate	FY 2016 Property Tax Increase	RATE LIMIT	% Increase- Levy					
General Corp	\$ 9,217,397.62	0.2609	\$ 9,762,889	0.2760	\$ 545,491.38		5.92%					
IMRF	\$ 3,002,985.04	0.0850	\$ 2,901,964	0.0820	\$ (101,021.04)		-3.36%					
Social Security	\$ 1,660,474.08	0.0470	\$ 1,625,083	0.0459	\$ (35,391.08)		-2.13%					
Highway	\$ 2,246,939.40	0.0636	\$ 2,311,489	0.0640	\$ 64,549.63	0.2000	2.87%					
County Bridge	\$ 1,127,002.62	0.0319	\$ 1,159,379	0.0321	\$ 32,376.31	0.2500	2.87%					
Liability Insurance	\$ 1,462,630.36	0.0414	\$ 1,504,649	0.0417	\$ 42,018.16		2.87%					
Highway Fed Match	\$ 91,856.01	0.0026	\$ 94,495	0.0026	\$ 2,638.82	0.0500	2.87%					
Extension Education	\$ 420,417.91	0.0119	\$ 422,183	0.0119	\$ 1,765.09	0.0500	0.42%					
Nursing Home	\$ 1,141,134.32	0.0323	\$ 1,173,917	0.0325	\$ 32,782.28	0.1000	2.87%					
Health	\$ 1,066,942.92	0.0302	\$ 1,097,594	0.0304	\$ 30,650.93	0.1000	2.87%					
<b>TOTAL</b>	<b>\$ 21,437,780.28</b>	<b>0.6068</b>	<b>\$ 22,053,640.76</b>	<b>0.6192</b>	<b>\$ 615,860.48</b>		<b>2.87%</b>					
Mental Health	\$ 4,193,580.29	0.1187	\$ 4,313,571	0.1188	\$ 119,990.54	0.1500	2.86%					
Nursing Home Bonds	\$ 1,434,366.97	0.0406	\$ 1,436,363	0.0406	\$ 1,996.03		0.14%					
377 Board Levy	\$ 3,532,923.58	0.1000	\$ 3,630,368	0.1000	\$ 97,443.94	0.1000	2.76%					
<b>TOTAL COUNTY LEVY</b>	<b>\$ 30,598,651.12</b>	<b>0.8661</b>	<b>\$ 31,433,942.12</b>	<b>0.8786</b>	<b>\$ 835,291.00</b>		<b>2.73%</b>					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%;"><b>2014 Assessed Valuation</b></td> <td style="width:35%;"><b>Increase in Total Levy 2014 to 2015</b></td> <td style="width:30%;"><b>2.73%</b></td> </tr> <tr> <td><b>\$ 3,532,923,580</b></td> <td><b>Increase in Total Rate 2014 to 2015</b></td> <td><b>1.44%</b></td> </tr> </table>							<b>2014 Assessed Valuation</b>	<b>Increase in Total Levy 2014 to 2015</b>	<b>2.73%</b>	<b>\$ 3,532,923,580</b>	<b>Increase in Total Rate 2014 to 2015</b>	<b>1.44%</b>
<b>2014 Assessed Valuation</b>	<b>Increase in Total Levy 2014 to 2015</b>	<b>2.73%</b>										
<b>\$ 3,532,923,580</b>	<b>Increase in Total Rate 2014 to 2015</b>	<b>1.44%</b>										
Prepared by Debra Busey, County Administrator												

\*Mental Health and 377 Board Levy Rates projected on Equalized Assessed Valuation Less TIF Districts  
but not Enterprise Zones \$ 3,630,367,521.99  
**New Construction** \$ 72,750,830.00  
**CPI Increase** 0.8%

General Corporate Fund Summary

**GENERAL CORPORATE FUND SUMMARY – FUND 080**

**FINANCIAL**

Fund 080 Summary			2014	2015	2015	2016
			Actual	Original	Projected	Budget
311	10	CURR PROP TX-GENERAL CORP	\$8,553,408	\$9,218,910	\$9,208,181	\$9,762,889
311	29	CURR PROP TX-COOP EXTENSN	\$416,017	\$422,183	\$420,418	\$422,183
313	10	RE BACKTAX-GENERAL CORP	\$3,460	\$8,000	\$3,500	\$3,500
313	29	RE BACKTAX-COOP EXTENSION	\$168	\$0	\$0	\$0
314	10	MOBILE HOME TAX	\$8,697	\$9,000	\$8,500	\$8,500
315	10	PAYMENT IN LIEU OF TAXES	\$6,415	\$5,000	\$6,000	\$6,000
318	12	COUNTY HOTEL/MOTEL TAX	\$33,742	\$28,500	\$25,661	\$28,500
318	13	COUNTY AUTO RENTAL TAX	\$34,849	\$32,000	\$30,203	\$32,000
319	10	INTEREST-DELINQUENT TAXES	\$550,674	\$650,000	\$550,000	\$575,000
319	11	COSTS - DELINQUENT TAXES	\$21,949	\$21,000	\$21,000	\$21,000
		PROPERTY TAXES	\$9,629,379	\$10,394,593	\$10,273,463	\$10,859,572
321	10	LIQUOR/ENTERTNMNT LICENSE	\$41,699	\$36,500	\$36,500	\$36,500
322	10	MARRIAGE LICENSES	\$91,620	\$70,000	\$75,000	\$80,000
322	15	CIVIL UNION LICENSES	\$700	\$500	\$70	\$0
322	20	REVENUE STAMPS	\$1,290,578	\$1,142,500	\$1,100,000	\$1,200,000
322	40	ZONING USE PERMITS	\$51,585	\$37,960	\$31,863	\$37,282
		LICENSES AND PERMITS	\$1,476,182	\$1,287,460	\$1,243,433	\$1,353,782
331	25	HHS-CHLD SUP ENF TTL IV-D	\$233,039	\$227,068	\$227,168	\$216,078
331	40	JUSTC-BYRNE FORMULA GRANT	\$30,550	\$33,723	\$33,723	\$33,723
331	69	JUST-ST CRIM ALIEN ASSIST	\$9,689	\$18,500	\$18,500	\$18,500
331	73	USDA-NAT SCHL LUNCH/SNACK	\$21,525	\$17,500	\$24,000	\$24,000
331	74	USDA-NAT SCHOOL BREAKFAST	\$12,191	\$9,500	\$13,000	\$13,000
331	80	JUST-JUSTICE ASSISTNC GRT	\$4,491	\$5,000	\$11,024	\$3,991
331	91	HOM SEC-EMRGNCY MGMT PERF	\$61,371	\$55,000	\$60,600	\$60,600
331	99	DOT-HAZRD MATLS TRNG/PLAN	\$1,109	\$3,279	\$2,410	\$2,500
334	25	IL ATTY GEN-VICTIM ASSIST	\$26,880	\$28,100	\$28,100	\$28,100
334	41	IL DPT HLTHCARE & FAM SRV	\$120,051	\$116,986	\$117,261	\$111,556
334	42	IL DP PUB HLTH-GEN RV GRT	\$4,320	\$4,625	\$4,334	\$4,625
334	62	ISBE-IL SCHL BRKFST/LUNCH	\$526	\$500	\$375	\$375
334	72	DCFS-PARENTAL RIGHTS ATTY	\$36,000	\$36,000	\$36,000	\$36,000
335	30	CORP PERSNL PROP REPL TAX	\$860,306	\$1,019,530	\$943,714	\$920,000
335	40	1% SALES TAX (UNINCORP.)	\$1,445,355	\$1,519,211	\$1,124,419	\$1,130,161
335	41	1/4% SALES TAX (ALL CNTY)	\$5,914,534	\$5,522,911	\$5,391,360	\$5,519,290
335	43	USE TAX	\$665,573	\$594,618	\$627,885	\$643,582
335	60	STATE REIMBURSEMENT	\$1,592,132	\$1,967,998	\$2,218,991	\$2,331,710
335	61	ILETSB-POLICE TRNING RMB	\$6,091	\$0	\$0	\$0
335	70	STATE SALARY REIMBURSMENT	\$336,791	\$315,139	\$315,139	\$315,139
335	71	STATE REV-SALARY STIPENDS	\$45,500	\$42,000	\$49,858	\$48,500
335	80	INCOME TAX	\$3,088,217	\$3,271,228	\$3,243,289	\$3,308,155
335	91	CHARITABLE GAMES LIC/TAX	\$55,277	\$45,000	\$62,812	\$55,500



*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
335	93	OFF-TRACK BETTING	\$36,814	\$44,500	\$26,500	\$30,000
336	1	CHAMPAIGN CITY	\$80,633	\$77,025	\$77,025	\$77,025
336	2	URBANA CITY	\$22,287	\$11,495	\$22,287	\$22,287
336	14	VILLAGE OF SAVOY	\$399,310	\$428,541	\$428,541	\$436,500
336	16	VILLAGE OF MAHOMET	\$127,222	\$85,000	\$140,000	\$140,000
337	21	LOCAL GOVT REIMBURSEMENT	\$332,158	\$332,265	\$337,000	\$344,000
337	23	LOC GVT RMB-EVNT SECURITY	\$97,525	\$103,000	\$102,000	\$103,000
337	26	LOC GVT RMB-POSTAGE	\$6,837	\$8,500	\$6,500	\$6,500
337	28	JAIL BOOKING-IN FEES	\$78,207	\$75,000	\$72,000	\$72,000
337	29	SCHOOL RESOURCE OFFCR RMB	\$103,269	\$101,796	\$103,000	\$105,000
		FEDERAL, STATE & LOCAL SHARED REVENUE	\$15,855,780	\$16,120,538	\$15,868,815	\$16,161,397
341	10	COURT FEES AND CHARGES	\$137,882	\$163,045	\$148,500	\$173,500
341	14	ELECTRNC HOME DETENTN PRG	\$144,926	\$145,000	\$139,000	\$139,000
341	19	COURT SECURITY FEE	\$311,870	\$295,000	\$253,000	\$253,000
341	25	DETAINEE REIMBURSEMENT	\$2,197	\$1,300	\$400	\$400
341	27	OUT OF COUNTY DETAINEES	\$38,775	\$1,200	\$3,525	\$0
341	28	WORK RELEASE FEES	\$738	\$400	\$1,000	\$1,000
341	29	BOND FEES	\$123,926	\$100,000	\$116,000	\$116,000
341	30	ZONING & SUBDIVISION FEE	\$6,788	\$8,730	\$5,639	\$6,303
341	31	ACCOUNTING FEES	\$100,437	\$128,000	\$125,000	\$120,000
341	32	COUNTY CLERK FEES	\$348,366	\$325,000	\$325,000	\$350,000
341	33	RECORDING FEES	\$827,593	\$720,000	\$673,663	\$700,000
341	35	INFO TECH/HUM RSOURC FEES	\$72,857	\$131,000	\$110,000	\$110,000
341	36	CIRCUIT CLERK FEES	\$1,683,538	\$1,650,000	\$1,650,000	\$1,625,000
341	37	SHERIFF FEES	\$237,650	\$239,250	\$218,000	\$218,000
341	39	MAINTENANCE/CUSTODIAL FEE	\$38,100	\$57,719	\$60,000	\$64,000
341	41	CORONER STATUTORY FEES	\$48,804	\$36,000	\$44,644	\$40,200
341	42	REIMB OF CORONER COSTS	\$54,394	\$29,600	\$67,236	\$66,600
341	45	ADMINISTRATIVE FEES	\$9,308	\$8,350	\$850	\$850
341	46	LEGAL FEES	\$1,238	\$7,850	\$0	\$0
341	52	TAX SALE FEE	\$30,080	\$40,000	\$31,000	\$31,000
341	53	RENTAL HOUSNG SUPPORT FEE	\$40,543	\$253,012	\$120,000	\$150,000
341	54	COURT FEES-SHF VEHICL MNT	\$2,080	\$2,300	\$2,300	\$2,300
341	58	SEX OFFENDER REGISTRN FEE	\$1,320	\$500	\$500	\$500
341	60	SHF FAIL-TO-APPEAR WARRNT	\$14,609	\$14,900	\$8,000	\$8,000
341	63	MTGE FORECLSR MEDIATN FEE	\$3,375	\$0	\$12,750	\$12,750
351	10	FINES & BOND FORFEITURES	\$991,606	\$923,075	\$932,912	\$935,000
351	11	DUI FINES-FOR DUI ENF EQP	\$54,208	\$54,000	\$54,000	\$54,000
351	15	FEES ON TRAFFIC FINES	\$33,506	\$42,000	\$38,000	\$42,000
352	15	ABANDONED BAIL BONDS	\$16,792	\$12,000	\$12,000	\$12,000
352	20	SALE OF SEIZED ASSETS	\$6,348	\$6,000	\$0	\$0
		FEES AND FINES	\$5,383,854	\$5,395,231	\$5,152,919	\$5,231,403
361	10	INVESTMENT INTEREST	\$8,140	\$9,150	\$6,050	\$6,450
362	10	CABLE TV FRANCHISE	\$339,568	\$260,000	\$272,560	\$270,000
362	15	RENT	\$894,629	\$760,078	\$760,500	\$768,790

*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
363	10	GIFTS AND DONATIONS	\$2,200	\$500	\$4,000	\$1,000
363	30	M.L.KING EVENT CONTRIBS	\$12,414	\$11,000	\$11,000	\$11,000
363	50	RESTRICTED DONATIONS	\$78,857	\$0	\$78,857	\$0
363	60	PRIVATE GRANTS	\$19,550	\$2,000	\$5,000	\$5,700
364	10	SALE OF FIXED ASSETS	\$8,535	\$0	\$0	\$0
369	12	VENDING MACHINES	\$7,705	\$5,100	\$5,100	\$5,100
369	13	ELECTRONIC PYTS REBATE	\$0	\$0	\$0	\$44,000
369	15	PARKING FEES	\$28,180	\$28,500	\$28,500	\$28,500
369	41	TELEPHONE TOLL REIMB	\$100	\$0	\$200	\$215
369	42	WORKER'S COMP. REIMB.	\$25,536	\$25,000	\$14,000	\$14,000
369	71	SOCIAL SECURITY INCENTIVE	\$35,800	\$28,300	\$28,000	\$28,000
369	90	OTHER MISC. REVENUE	\$226,368	\$34,152	\$54,628	\$32,222
		MISCELLANEOUS	\$1,687,582	\$1,163,780	\$1,268,395	\$1,214,977
371	6	FROM PUB SAF SALES TAX FD	\$617,566	\$630,056	\$630,056	\$530,623
371	11	FROM GIS CONSORTIUM 850	\$9,379	\$12,500	\$12,500	\$12,500
371	17	FROM CHILD SUPPORT FND617	\$0	\$10,000	\$10,000	\$15,000
371	18	FROM PROB SERV FUND 618	\$28,224	\$26,053	\$26,053	\$0
371	20	FROM HLTH INSUR FUND 620	\$29,871	\$31,035	\$31,035	\$31,035
371	27	FROM PROP TAX FEE FND 627	\$58,300	\$55,000	\$58,400	\$58,500
371	30	FROM CIR CLK OPER/ADM 630	\$60,000	\$0	\$0	\$0
371	34	FROM 202 AB CONST FND 305	\$15,947	\$0	\$0	\$0
371	48	FROM CNTY CLK AUTO FND670	\$0	\$0	\$0	\$71,500
371	59	FROM JAIL MED COSTS FD659	\$24,111	\$26,800	\$18,000	\$26,800
371	61	FROM WORKING CASH FND 610	\$223	\$225	\$200	\$200
371	77	FROM ELECTION GRNT FND628	\$27,770	\$10,000	\$0	\$0
371	83	FROM CNTY HIGHWAY FND 083	\$515	\$0	\$0	\$0
381	12	INTERFUND POSTAGE REIMB	\$13,629	\$16,000	\$16,000	\$16,000
381	13	AUDIT FEE REIMBURSEMENT	\$17,104	\$30,500	\$17,104	\$18,000
381	16	HEALTH/LIFE INSUR REIMB	\$9,409	\$10,000	\$10,000	\$10,000
381	22	INFO TECHNOLOGY EXP REIMB	\$0	\$34,000	\$10,000	\$19,700
381	62	REIM FRM DRUG FORF FND621	\$9,306	\$9,000	\$9,000	\$9,000
381	73	REIMB FRM SELF-INS FND476	\$17,398	\$17,833	\$12,130	\$18,555
381	81	REIMB FROM NURSING HOME	\$307,665	\$307,490	\$307,490	\$311,491
		INTERFUND REVENUE	\$1,246,417	\$1,226,492	\$1,167,968	\$1,148,904
		<b>REVENUE TOTALS</b>	<b>\$35,279,194</b>	<b>\$35,588,094</b>	<b>\$34,974,993</b>	<b>\$35,970,035</b>
511	1	ELECTED OFFICIAL SALARY	\$773,621	\$721,852	\$721,852	\$725,392
511	2	APPOINTED OFFICIAL SALARY	\$763,163	\$717,343	\$720,378	\$717,425
511	3	REG. FULL-TIME EMPLOYEES	\$12,973,306	\$12,601,313	\$12,631,908	\$12,440,661
511	4	REG. PART-TIME EMPLOYEES	\$185,840	\$227,797	\$240,482	\$242,042
511	5	TEMP. SALARIES & WAGES	\$132,492	\$132,458	\$141,509	\$163,482
511	6	PER DIEM	\$60,425	\$63,000	\$60,945	\$61,550
511	7	DEFERRED COMPENSATION	\$10,000	\$15,000	\$15,000	\$15,000
511	9	OVERTIME	\$171,931	\$42,600	\$41,886	\$62,585

*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
511	10	JUDGES' SALARY INCREASE	\$6,614	\$6,622	\$6,622	\$6,622
511	24	JOINT DEPT REG EMPLOYEE	\$25,587	\$25,297	\$0	\$0
511	40	STATE-PAID SALARY STIPEND	\$39,000	\$42,000	\$45,929	\$42,000
511	44	NO-BENEFIT PART-TIME EMPL	\$25,064	\$26,810	\$26,810	\$26,810
512	1	SLEP ELECTED OFFCL SALARY	\$116,838	\$110,675	\$110,675	\$112,889
512	2	SLEP APPNTD OFFCL SALARY	\$4,308	\$4,000	\$4,000	\$4,000
512	3	SLEP REG FULL-TIME EMP'EE	\$7,018,313	\$6,646,344	\$6,580,284	\$6,697,283
512	9	SLEP OVERTIME	\$571,914	\$493,220	\$493,220	\$493,220
512	40	SLEP STATE-PD SAL STIPEND	\$6,500	\$6,500	\$6,500	\$6,500
513	6	EMPLOYEE HEALTH/LIFE INS	\$3,039,100	\$2,956,369	\$2,830,040	\$3,075,203
513	20	EMPLOYEE DEVELOPMNT/RECOG	\$3,142	\$4,300	\$4,909	\$4,330
513	21	EMPLOYEE PHYSICALS/LAB PERSONNEL	\$600 \$25,927,758	\$0 \$24,843,500	\$1,399 \$24,684,348	\$1,200 \$24,898,194
522	1	STATIONERY & PRINTING	\$43,619	\$79,830	\$60,403	\$42,263
522	2	OFFICE SUPPLIES	\$91,489	\$79,878	\$77,280	\$76,152
522	3	BOOKS,PERIODICALS & MAN.	\$37,740	\$42,698	\$36,778	\$41,094
522	4	COPIER SUPPLIES	\$42,988	\$40,100	\$40,100	\$40,000
522	6	POSTAGE, UPS, FED EXPRESS	\$241,638	\$246,791	\$231,133	\$247,000
522	10	FOOD	\$4,117	\$4,074	\$5,574	\$5,600
522	11	MEDICAL SUPPLIES	\$16,610	\$18,225	\$18,225	\$18,225
522	12	STOCKED DRUGS	\$36,473	\$48,000	\$48,000	\$48,000
522	13	CLOTHING - INMATES	\$16,189	\$18,500	\$19,000	\$19,000
522	14	CUSTODIAL SUPPLIES	\$69,589	\$84,833	\$78,733	\$72,783
522	15	GASOLINE & OIL	\$246,265	\$273,750	\$196,050	\$219,200
522	16	TOOLS	\$4,794	\$7,600	\$7,600	\$7,600
522	17	GROUNDS SUPPLIES	\$7,530	\$9,846	\$8,346	\$8,346
522	19	UNIFORMS	\$82,050	\$60,091	\$55,323	\$50,211
522	22	MAINTENANCE SUPPLIES	\$12,710	\$11,960	\$11,960	\$11,960
522	25	DIETARY NON-FOOD SUPPLIES	\$16,385	\$19,000	\$19,000	\$19,000
522	27	VOTER REGISTRATN SUPPLIES	\$0	\$1,000	\$1,000	\$0
522	28	LAUNDRY SUPPLIES	\$17,807	\$13,500	\$14,000	\$14,000
522	44	EQUIPMENT LESS THAN \$5000	\$100,307	\$52,139	\$93,900	\$87,293
522	45	VEH EQUIP LESS THAN \$5000	\$9,594	\$22,000	\$45,000	\$12,000
522	50	PURCHASE DOCUMENT STAMPS	\$920,000	\$765,000	\$748,000	\$816,000
522	90	ARSENAL & POLICE SUPPLIES	\$93,451	\$83,650	\$63,458	\$38,350
522	91	LINEN & BEDDING	\$4,261	\$7,900	\$7,900	\$6,000
522	93	OPERATIONAL SUPPLIES	\$62,615	\$67,823	\$71,625	\$62,773
522	94	ELECTION SUPPLIES COMMODITIES	\$15,727 \$2,193,948	\$25,000 \$2,083,188	\$26,000 \$1,984,388	\$4,000 \$1,966,850
533	1	AUDIT & ACCOUNTING SERVCS	\$82,740	\$88,275	\$80,805	\$88,305
533	2	ARCHITECT SERVICES	\$0	\$0	\$45,000	\$45,000
533	3	ATTORNEY/LEGAL SERVICES	\$99,248	\$89,683	\$89,077	\$89,683
533	4	ENGINEERING SERVICES	\$27,636	\$2,600	\$2,600	\$2,400
533	5	COURT REPORTING	\$22,129	\$27,700	\$19,706	\$27,700
533	6	MEDICAL/DENTAL/MENTL HLTH	\$850,078	\$834,688	\$847,893	\$922,059

*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
533	7	PROFESSIONAL SERVICES	\$343,878	\$320,426	\$308,722	\$351,119
533	8	CONSULTING SERVICES	\$0	\$0	\$15,000	\$15,000
533	12	JOB-REQUIRED TRAVEL EXP	\$19,767	\$24,205	\$23,910	\$22,972
533	13	AMBULANCE/MEDIVAN SERVICE	\$1,105	\$2,000	\$2,000	\$2,000
533	15	ISAA-APPELLATE SERVICE	\$30,000	\$36,000	\$36,000	\$36,000
533	16	OUTSIDE PRISON BOARDING	\$950	\$2,500	\$43,000	\$43,000
533	18	NON-EMPLOYEE TRAINING,SEM	\$25	\$900	\$900	\$530
533	22	LABORATORY FEES	\$37,334	\$34,600	\$34,600	\$34,600
533	24	CLIENT EMPLOYABILITY EXP	\$0	\$0	\$34	\$0
533	29	COMPUTER/INF TCH SERVICES	\$13,660	\$51,869	\$40,605	\$42,324
533	30	GAS SERVICE	\$469,933	\$386,011	\$386,011	\$386,011
533	31	ELECTRIC SERVICE	\$814,835	\$830,000	\$830,000	\$830,000
533	32	WATER SERVICE	\$82,289	\$90,315	\$90,315	\$90,315
533	33	TELEPHONE SERVICE	\$90,244	\$96,519	\$94,521	\$97,269
533	34	PEST CONTROL SERVICE	\$14,645	\$11,315	\$11,315	\$11,315
533	35	TOWEL & UNIFORM SERVICE	\$1,152	\$2,500	\$2,500	\$1,500
533	36	WASTE DISPOSAL & RECYCLNG	\$57,926	\$57,182	\$57,912	\$56,942
533	38	STORMWATER UTILITY FEE	\$43,630	\$43,668	\$43,668	\$43,668
533	40	AUTOMOBILE MAINTENANCE	\$88,467	\$62,653	\$57,015	\$54,153
533	42	EQUIPMENT MAINTENANCE	\$158,381	\$256,096	\$210,486	\$259,075
533	44	MAIN ST JAIL REPAIR-MAINT	\$35,949	\$47,650	\$48,632	\$47,650
533	46	1905 E MAIN REPAIR-MAINT	\$15,435	\$15,407	\$15,407	\$15,407
533	47	JUV DET CTR REPAIR-MAINT	\$12,448	\$11,479	\$11,479	\$11,479
533	50	FACILITY/OFFICE RENTALS	\$950	\$100	\$0	\$0
533	51	EQUIPMENT RENTALS	\$11,342	\$7,321	\$7,730	\$7,241
533	52	OTHER SERVICE BY CONTRACT	\$27,622	\$33,359	\$27,424	\$26,448
533	54	ASSISTANCE TO VETERANS	\$83,516	\$80,000	\$80,000	\$75,000
533	58	EMPLOYEE PARKING	\$15,116	\$13,850	\$15,580	\$17,260
533	61	1701 E MAIN REPAIR-MAINT	\$24,247	\$38,888	\$38,888	\$38,888
533	62	JUROR MEALS	\$5,595	\$6,233	\$5,484	\$6,233
533	63	JUROR EXPENSE	\$114,806	\$139,500	\$248,732	\$317,532
533	64	ELECTION JUDGES & WORKERS	\$119,093	\$80,000	\$58,532	\$150,000
533	65	VOTER REGISTRATION EXP.	\$58	\$4,000	\$0	\$0
533	66	REGISTRARS-BIRTH & DEATH	\$5,164	\$8,000	\$0	\$0
533	67	202 BARTELL BDG RPR-MAINT	\$9,569	\$4,000	\$4,000	\$4,000
533	68	WITNESS EXPENSE	\$1,790	\$7,750	\$5,750	\$7,750
533	70	LEGAL NOTICES,ADVERTISING	\$75,876	\$85,062	\$66,289	\$78,794
533	72	DEPARTMENT OPERAT EXP	\$3,202	\$1,500	\$1,077	\$1,500
533	74	JURORS' PARKING	\$40,820	\$36,472	\$36,472	\$36,472
533	75	COURT-ORDERED COSTS	\$2,517	\$2,500	\$2,500	\$2,500
533	81	SEIZED ASSET EXPENSE	\$1,501	\$2,500	\$500	\$2,500
533	84	BUSINESS MEALS/EXPENSES	\$1,118	\$860	\$1,663	\$860
533	85	PHOTOCOPY SERVICES	\$272,815	\$242,905	\$237,830	\$242,905
533	89	PUBLIC RELATIONS	\$1,665	\$1,000	\$1,000	\$1,000
533	91	LAUNDRY & CLEANING	\$2,541	\$0	\$0	\$0
533	92	CONTRIBUTIONS & GRANTS	\$341,165	\$342,640	\$342,590	\$234,139
533	93	DUES AND LICENSES	\$81,241	\$84,330	\$83,261	\$78,130

*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
533	94	INVESTIGATION EXPENSE	\$9,274	\$8,750	\$10,550	\$8,750
533	95	CONFERENCES & TRAINING	\$99,903	\$100,695	\$117,729	\$96,215
533	99	CONTINGENT EXPENSE	\$0	\$69,819	\$0	\$135,000
534	9	R.E. TAX / DRAINAGE ASMNT	\$29,148	\$33,500	\$33,500	\$33,500
534	11	FOOD SERVICE	\$353,335	\$382,540	\$391,000	\$404,900
534	15	METCAD	\$460,076	\$566,296	\$566,296	\$656,903
534	21	PROP CLEARANCE / CLEAN-UP	\$5,454	\$6,800	\$9,750	\$6,800
534	25	COURT FACILITY REPR-MAINT	\$101,401	\$54,075	\$55,778	\$54,075
534	27	ANIM SERV FACIL RPR-MAINT	\$919	\$5,091	\$5,091	\$5,091
534	37	FINANCE CHARGES,BANK FEES	\$738	\$0	\$695	\$600
534	38	EMRGNCY SHELTER/UTILITIES	\$46	\$0	\$0	\$0
534	40	CABLE/SATELLITE TV EXP	\$431	\$550	\$550	\$550
534	46	SEWER SERVICE & TAX	\$50,045	\$49,005	\$49,005	\$49,045
534	58	LANDSCAPING SERVICE/MAINT	\$3,620	\$3,428	\$3,428	\$3,428
534	62	ELECTION MILEAGE,PHONE RM	\$6,636	\$5,000	\$3,334	\$7,000
534	63	INDIGENT BURIAL	\$3,189	\$4,000	\$667	\$1,500
534	64	ELECTION SERVICES	\$24,490	\$10,000	\$15,500	\$25,000
534	67	1701 OUTBLDGS REPAIR-MNT	\$2,687	\$2,881	\$7,871	\$2,881
534	70	BROOKNS BLDG REPAIR-MAINT	\$56,937	\$40,909	\$40,909	\$90,909
534	71	COOPERATIVE EXTENSION SRV	\$416,884	\$422,183	\$420,418	\$422,183
534	72	SATELLITE JAIL REPAIR-MNT	\$84,550	\$45,000	\$76,053	\$45,000
534	74	CONTRACT ATTORNEYS	\$195,000	\$180,000	\$192,000	\$174,000
534	76	PARKING LOT/SIDEWLK MAINT	\$18,785	\$24,383	\$24,383	\$24,383
534	85	RENTAL HSG FEE REMITTANCE	\$48,780	\$227,711	\$108,000	\$135,000
534	98	M.L.KING EVENT EXPENSES	\$14,582	\$12,500	\$12,500	\$12,500
534	99	REMIT CC FINGERPRNTG FEES	\$6,040	\$5,000	\$5,371	\$1,000
		SERVICES	\$6,650,163	\$6,909,127	\$6,864,793	\$7,352,841
544	18	BROOKNS BLDG CONST/IMPROV	\$0	\$0	\$0	\$50,000
544	30	AUTOMOBILES, VEHICLES	\$248,960	\$230,000	\$299,325	\$0
544	33	FURNISHINGS, OFFICE EQUIP	\$18,570	\$7,500	\$0	\$7,500
544	38	ELECTION/VOTER REG EQUIP	\$0	\$0	\$24,000	\$0
544	85	POLICE EQUIPMENT	\$6,332	\$0	\$0	\$0
544	87	POLICE DOGS/WORK ANIMALS	\$0	\$0	\$9,000	\$0
		CAPITAL	\$273,862	\$237,500	\$332,325	\$57,500
571	14	TO CAPITAL IMPRV FUND 105	\$778,662	\$765,305	\$765,305	\$769,456
571	25	TO VCTM ADVOC GRNT FND675	\$19,227	\$19,500	\$19,500	\$21,250
571	30	TO COURT AUTOMTN FUND 613	\$0	\$0	\$0	\$17,877
571	50	TO HWY FACIL BOND FUND350	\$93,927	\$95,644	\$95,644	\$96,150
571	69	TO CO CLK AUTOMATN FND670	\$0	\$0	\$50,000	\$0
571	83	TO COUNTY HIGHWAY FND 083	\$78,203	\$82,000	\$82,000	\$82,000
		INTERFUND EXPENDITURE	\$970,019	\$962,449	\$1,012,449	\$986,733
581	1	GEN OBLIG BOND PRINCIPAL	\$365,000	\$195,000	\$195,000	\$210,000
581	5	INTGOVTL LOAN PRINC PMTS	\$56,875	\$52,500	\$52,500	\$24,062
581	6	DEBT CERTFCATE PRINC PMTS	\$245,000	\$125,000	\$125,000	\$130,000

*General Corporate Fund Summary*

<b>Fund 080 Summary</b>			<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
			<b>Actual</b>	<b>Original</b>	<b>Projected</b>	<b>Budget</b>
582	2	INT & FEES-GEN OBLIG BONDS	\$188,740	\$114,490	\$113,540	\$103,775
582	6	INTEREST ON DEBT CERTIFCT	\$105,630	\$65,340	\$65,340	\$62,590
		DEBT	\$961,245	\$552,330	\$551,380	\$530,427
<b>EXPENDITURE TOTALS</b>			<b>\$36,976,995</b>	<b>\$35,588,094</b>	<b>\$35,429,683</b>	<b>\$35,792,545</b>

SUMMARY of OPTIMAL OPERATIONS PLANS by GENERAL CORPORATE FUND DEPARTMENTS - FY2016

Department	Plan Title	Minimum Required Appropriation	Maximum Required Appropriation
Administrative Services	HR Professional Position	\$72,581	\$101,850
IT	Document Management System	\$10,000	\$250,000
IT	Additional Staffing - Desktop & Systems Support	\$79,309	\$116,964
IT	Increased Server & DR Capacity	\$165,000	\$550,000
IT	Replacement of Real Estate Tax Cycle Software	\$100,000	\$500,000
IT	Increased Wireless Access throughout County Facilities	\$75,000	\$250,000
Circuit Court	Compensation Increase for Contract Attorneys	\$15,750	\$15,750
Public Defender	Professional Services for Medical and Scientific Evidence Assistance	\$2,500	\$7,500
Sheriff	Additional Sergeant dedicated to Officer Training	\$83,411	\$84,911
Sheriff	11 Additional Deputies	\$868,100	\$892,000
Sheriff	Jail Facility Upgrade suitable for medical, mental health & other inmate needs	\$20,000,000	\$30,000,000
Planning & Zoning	Property Demolition Program & Funding	\$70,360	\$143,332
<b>TOTAL ALL OPTIMAL OPERATION PLAN PROGRAMS</b>		<b>\$21,542,011</b>	<b>\$32,912,307</b>



**Bellwether, LLC**

Management Services & Consulting

*A proposal for*

**Champaign County, Illinois**

**Court Security Fee Review**





Debra Busey  
County Administrator  
County of Champaign

August 17, 2015

Dear Ms. Busey,

**Bellwether's** work with counties across the state provides us with unique insights into issues impacting Illinois local government. Our consultants and analysts invest hundreds of hours each year in understanding the issues impacting county operations.

Recently legislative actions aimed at balancing the budget at the state level have been placing increased downward pressure on local government budgets. However, with the signing of Public Act 099-0266 there is an opportunity for relief.

This act provides for the recovery of Court Security costs and reads in part;

***Public Act 099-0265 SB0804 Enrolled LRB099 07318 AWJ 27428 b***

*AN ACT concerning local government.*

***Be it enacted by the People of the State of Illinois, represented in the General Assembly:***

*Section 5. The Counties Code is amended by changing Section 5-1103 as follows:*

*(55 ILCS 5/5-1103) (from Ch. 34, par. 5-1103)*

*Sec. 5-1103. Court services fee. A county board may enact by ordinance or resolution a court services fee dedicated to defraying court security expenses incurred by the sheriff in providing court services or for any other court services deemed necessary by the sheriff to provide for court security, including without limitation court services provided pursuant to Section 3-6023, as now or hereafter amended. . . . .*

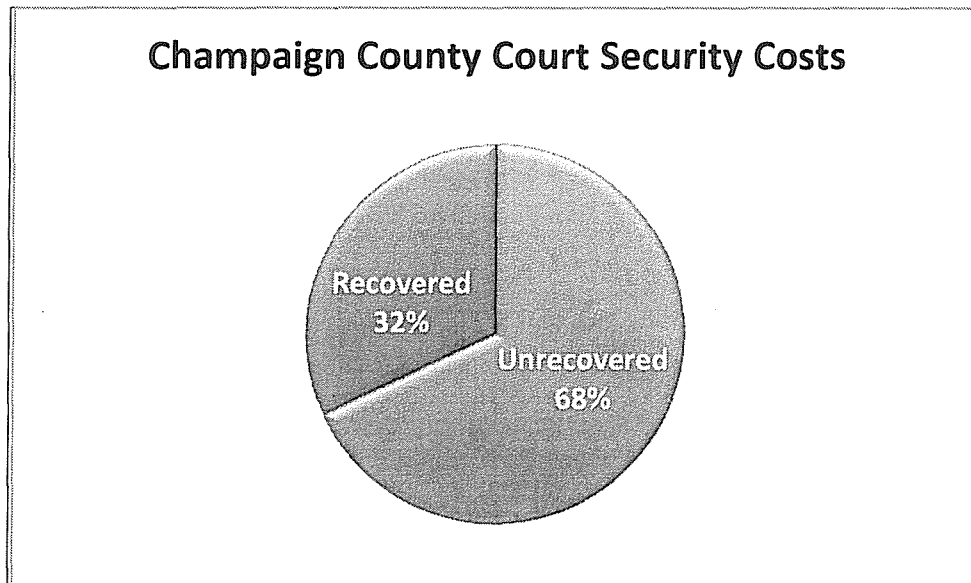
*In setting such fee, the county board may impose, with the concurrence of the Chief Judge of the judicial circuit in which the county is located by administrative order entered by the Chief Judge, differential rates for the various types or categories of criminal and civil cases, but the maximum rate shall not exceed \$25, unless the fee is set according to an acceptable cost study in accordance with Section 4-5001 of the Counties Code. . . . .*

The Court Security Fee is collected by Circuit Clerks at the direction of the courts. These fees are returned to the Sheriff through the general fund, however they lack the direct connection to the actual cost of providing the service. This forces Sheriffs to address court security in the normal budget process rather than establishing the actual need and collecting the cost.

Court Room Security costs include the full labor, equipment, training, uniforms, systems and services necessary to provide a safe and controlled court room environment. Illinois statute and OMB A-87 provides specific instructions on what and how costs may be calculated.

*Our analysis, based on publicly available data, suggests that larger counties may be failing to recover as much as 50-60% of the actual cost of providing court room security.*

A preliminary review for Champaign County suggests that over \$500,000 in actual security costs are unrecovered by the standard \$25 fee. Our discussions with the County Administrator have provided as much confidence in these estimates as possible without a full review.



Bellwether LLC is a full service Operations Management consulting firm located in Bloomington, Illinois. Our consulting team is made up of experts in Lean and Six Sigma methodologies providing expense management, cost allocation, process improvement, custom technology development and hands-on transitional management to both private industry and local government clients

Our years of experience in cost accounting, county government operations and finance and familiarity with statute regulated fees and A-87 based cost accounting ensures that every fee recommendation will capture the full cost of providing the service and be fully compliant with Illinois statutes.

We believe that aligning fees with actual costs is good public policy in that it helps to place the financial burden of government on the users of specific government services, including out-of-county residents and companies who may use the services of the County but may not be property tax payers in the County.



## **SUMMARY PROPOSAL**

Bellwether, LLC is pleased to present a proposal for the following services for Champaign County.

**Court Room Security Fee Review:** The Court Room Security fee is transitioning from a flat \$25 fee to a cost based fee. Bellwether analysts will prepare detailed documents demonstrating the direct and indirect costs associated with Court Room Security.

**Conclusion and Report:** Bellwether will present all findings to the Champaign County Administrator for review.

Bellwether's fee structure is based on the scope of work.

- Champaign County receives our "Prior Client Discount"
- This project requires contact and data collection from multiple departments and is priced at \$5,500 plus mileage estimated at \$450.
- We anticipate the project will require 4 - 6 weeks for completion.

We are happy to provide any additional information and look forward to meeting to discuss the steps necessary to achieve Champaign County's goals. Please do not hesitate to contact me at 309-310-3178 if we can be of any service.

Bruce DeLashmit  
Principal, Bellwether LLC

## REFERENCES

<b>Company Name:</b>	<b>Mercer County</b>
Address:	324 N. Main St.
City, State, Zip	Peoria, IL 61602
Contact Person:	Brian Anseeuw, Chairman
Telephone Number:	309-236-2411
Email:	banseeuw@mercercountyil.org
	Active Project - Operations Review and Transition Leadership
<b>Company Name:</b>	<b>Peoria County</b>
Address:	324 N. Main St.
City, State, Zip	Peoria, IL 61602
Contact Person:	Eric Dubrowski, Finance Director
Telephone Number:	309-672-6056
Email:	edubrowski@peoriacounty.org
	Two projects in 2014 - Cost of Services and Cost Allocation / Active Project - Multi- County Benchmark
<b>Company Name:</b>	<b>Champaign County</b>
Address:	1776 E. Washington
City, State, Zip	Urbana, IL 61802
Contact Person:	Debra Busey, Administrator
Telephone Number:	(217) 384-3776
Email:	DBusey@co.champaign.il.us
	Three Departments in 2013
<b>Company Name:</b>	<b>Tazewell County</b>
Address:	108 E. Main St
City, State, Zip	Pekin, IL, 61554
Contact Person:	Kristal Deininger, Administration
Telephone Number:	(309) 477-2235
Email:	kdeininger@tazewell.com
	Five Departments and Cost Allocation in 2014

## Why Bellwether?

Over 80% of all Fee Reviews completed in Illinois over the last 18 months have been completed by Bellwether .

Our experience in large, mid-sized and smaller counties makes us the market leader for county professional services. Over \$6,000,000 in results for our clients with an average return on fees of 15:1.

Bellwether is highly engaged in statewide associations and legislation allowing Bellwether to stay in tune with issues that impact Illinois counties.





CliftonLarsonAllen LLP  
2511 Galen Drive  
Champaign, IL 61821  
217-351-7400 | fax 217-355-9549  
CLAconnect.com

August 19, 2015

Finance Committee and Management  
Champaign County, Illinois  
1776 E. Washington  
Urbana, IL 61802

Ladies and Gentlemen:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for Champaign County, Illinois ("you," "your," or "the entity") for the year ended December 31, 2015.

Hope Wheeler is responsible for the services provided to you.

#### **Audit services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements (comprehensive annual financial report) of Champaign County, Illinois, as of and for the year ended December 31, 2015. Also, pursuant to state statutes (705 ILCS 105/27.8), we will audit the financial statements of the Circuit Clerk Office (Agency Fund) as of and for the year ended December 31, 2015 and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules for general fund and major special revenue funds.
3. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining statements
3. Budgetary comparisons for non-major funds
4. Capital asset schedules

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of a trial balances for the Collector's Office, Circuit Clerk's Office, County Clerk's Office and Court Services Office (agency funds).
- Preparation of adjusting journal entries, if needed.
- Preparation of the auditor's portion of the Data Collection Form.

#### **Audit objectives**

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Our audit will include tests of your accounting records, a determination of major program in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will perform procedures on the financial information of the agency funds noted above and the Nursing Home (components) (or request other auditors to perform procedures on the financial information of METCAD) to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts and grant agreements

that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements are other than unmodified or the single audit compliance opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

#### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and OMB Circular A-133. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of



abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the “OMB Circular A-133 Compliance Supplement” for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of these procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and OMB Circular A-133, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133.

Management’s responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is

reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare trial balances for the Collector's Office, Circuit Clerk's Office, County Clerk's Office and Court Services Office (agency funds). Our preparation of these trial balances is limited to formatting information into a working trial balance based on management's supporting records. You will be required to review, approve, and accept responsibility for the trial balances.
- We will propose adjusting journal entries, as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards (GAS)* and such services will not be conducted in accordance with *GAS*.

### **Use of financial statements**

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely matter to a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Mediation**

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$76,005 for the audit and basic financial statements and \$3,995 for the audit of the Circuit Clerk Office. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. In addition, your financial statements, including management discussion and analysis, footnotes, supplementary information, and statistical data will be completed and provided to us by June 1, 2016 in order to issue the audit opinion by June 30, 2016. We expect that your office personnel will help us by locating and providing us with invoices, vouchers, and other corporate documents and records that we request. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to

compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### ***Unanticipated services***

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

### **Additional work resulting from unanticipated changes in your organization or accounting records**

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

### **Changes in engagement timing and assistance by your personnel**

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork



- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### **HIPAA Business Associate Agreement**

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Champaign County, Illinois and CLA have entered into a HIPAA Business Associate Agreement (BAA) as attached hereto dated December 3, 2013.

### **Consent**

#### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Champaign County, Illinois's information in these cost comparison, performance indicator, and/or benchmarking reports.

#### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

### **Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and

supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**



Hope Wheeler, CPA  
Principal  
217-373-3139  
Hope.Wheeler@CLAconnect.com

#021795 Audit- Gov- GAAP- Single Audit w/HIPAA

**Response:**

This letter correctly sets forth the understanding of Champaign County, Illinois.

Authorized governance signature: \_\_\_\_\_

Title: Board Member

Date: \_\_\_\_\_

Authorized management signature: \_\_\_\_\_

Title: County Administrator

Date: \_\_\_\_\_