

CHAMPAIGN COUNTY BOARD

COMMITTEE OF THE WHOLE

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

County of Champaign, Urbana, Illinois

Tuesday, October 10, 2017 – 6:30 p.m.

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

Agenda Items

Page

- I. Call To Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes 1-7
 - A. September 12, 2017
- V. Public Participation
- VI. Communications
- VII. Justice & Social Services
 - A. Monthly Reports – All reports are available on each department’s webpage through the department reports page at: <http://www.co.champaign.il.us/CountyBoard/Reports.php>
 - 1. Animal Control – August 2017
 - 2. Emergency Management Agency – September 2017
 - 3. Head Start – September 2017
 - 4. Probation & Court Services – August 2017
 - 5. Public Defender – July & August 2017
 - 6. Veterans’ Assistance Commission – August 2017
 - B. Other Business
 - C. Chair’s Report
 - 1. NACo Creative Counties Place-Making Challenge (*Information Only*) 8-15
- VIII. Policy, Personnel, & Appointments
 - A. Appointments/Reappointments **Italicized Name Indicates Incumbent*
 - 1. St. Joseph Drainage District #4, Term 9/1/17-8/31/20 16
 - *Duane (Duke) W. Goodwin*
 - B. County Clerk
 - 1. September 2017 Report 17
 - C. County Administrator
 - 1. Administrative Services Monthly Report – September 2017 18-20
 - 2. Biennial EEO Report 21-28
 - 3. Request Approval of Assistant County Administrator Position as Recommended by the Job Content Evaluation Committee 29-30
 - 4. Request Approval of HR Generalist Position as Recommended by the Job Content Evaluation Committee 29-30
 - D. Other Business
 - E. Chair’s Report
 - 1. Resolution No. 5092 – Annual Trick-or-Treat Hours, Rules, and Guidelines (*Information Only*) 31
 - 2. County Board Appointments Expiring November 30, 2017: (*See Below-Information Only*)

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- a) Zoning Board of Appeals – 1 Vacancy, Term 12/1/17-11/30/22*
*Each member must be a resident of a separate township
Townships already represented are Urbana, St. Joseph, Sidney, Tolono, Scott,
& South Homer
- b) Public Aid Appeals Committee – 3 Vacancies-1 R and 2 D, Term 12/1/2017-11/30/2019*
*Each member must be a township supervisor of general assistance

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

IX. Finance

A. Treasurer

- 1. Monthly Report – September 2017 – Reports are available on the Treasurer’s Webpage at:
<http://www.co.champaign.il.us/treasurer/Reports.php>
- 2. Cash Flow Projection Report Presentation
- 3. Resolution Authorizing the County Board Chair to Execute a Deed of Conveyance of the County’s Interest or Authorize the Cancellation of the Appropriate Certificate of Purchase for Real Estate, Permanent Parcel 20-09-02-181-017 32

B. Auditor

- 1. Monthly Report – September 2017 – Reports are available on the Auditor’s Webpage at:
<http://www.co.champaign.il.us/Auditor/countyboardreports.php>
- 2. Champaign County Nursing Home Accounts Payable Update 33-34

C. Budget Amendments/Transfers

- 1. Budget Transfer 17-00005 35-37
Fund/Dept. 090 Mental Health/053 Mental Health Board
Total Amount: \$50,000
Reason: Expenses Incurred While Understaffed
- 2. Budget Amendment 17-00038 38
Fund/Dept. 085 County Motor Fuel Tax/060 Highway
Increased Appropriations: \$1,164,709
Increased Revenue: None: from Fund Balance
Reason: To Cover Cost of Dewey Fisher Construction Project. \$1,775,000 in Appropriations were Approved in Resolution 9028 on November 20, 2014. However, Invoice Date was Unknown to Bill County MFT Funds. Invoice was Received September 2017.
- 3. Budget Amendment 17-00039 39
Fund/Dept. 089 County Public Health/018 C-U Public Health District
Increased Appropriations: \$24,363
Increased Revenue: \$24,363
Reason: The Property Tax Levy Split Between the BOH & CUPHD Reversed Trend in FY17 w/CUPHD Experiencing Greater Growth in its Levy Due to an Increase in the % of the EAV Attributed to the Areas within the District. The Increase in Property Tax Revenue Requires an Increase in Appropriations in Order to Distribute the Funds to CUPHD.

D. Animal Control

- 1. Request Approval of an Agreement Between the Board of Trustees of the University of Illinois and Champaign County Animal Control 40-46

E. Recorder

- 1. Request Approval of an Increase to Recording & Plat Fees, Effective January 1, 2018 47-57

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| F. | County Administrator | |
| | 1. FY2017 General Corporate Fund Budget Projection Report | 58-60 |
| | 2. FY2017 General Corporate Fund Budget Change Report | 61 |
| | 3. Request Approval of Assistant County Administrator Position as Recommended by the Job Content Evaluation Committee | 29-30 |
| | 4. Request Approval of HR Generalist Position as Recommended by the Job Content Evaluation Committee | 29-30 |
| | 5. Recommendation to County Board to Receive & Place on File the FY2018 Tentative Budget | 62-81 |
| G. | Nursing Home | 82-164 |
| | 1. Approval of Proposed Champaign County Nursing Home Subdivision Plat and Owner's Certificate and Authorization of City of Urbana Application for Minor Plat and City of Urbana Application for a Waiver of Subdivision Regulations | |
| | 2. Approval to Release Request for Proposals for the Purchase of the Champaign County Nursing Home | |
| H. | Other Business | |
| I. | Chair's Report | |
| J. | Designation of Items to be Placed on the Consent Agenda | |

X. Other Business

XI. 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.

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

4 **Finance; Policy, Personnel, & Appointments; Justice & Social Services**
5 **Tuesday, September 12, 2017**
6 **Lyle Shields Meeting Room**

7 **MEMBERS PRESENT:** Christopher Alix, Jack Anderson, Brad Clemmons, Lorraine
8 Cowart, Aaron Esry, Stephanie Fortado, Jim Goss, Stan Harper,
9 Josh Hartke, Robert King, Jim McGuire, Diane Michaels, Max
10 Mitchell, Kyle Patterson, Patti Petrie, Jon Rector, Giraldo Rosales,
11 Stephen Summers, James Tinsley, C. Pius Weibel
12

13 **MEMBERS ABSENT:** Shana Crews, Brooks Marsh
14

15 **OTHERS PRESENT:** Tammy Asplund (Recording Secretary), Gordy Hulten (County
16 Clerk), Tami Ogden (Deputy County Administrator/Finance),
17 Rick Snider (County Administrator)
18

19 **CALL TO ORDER**
20

21 Weibel called the meeting to order at 6:38 p.m.
22

23 **ROLL CALL**
24

25 Asplund called the roll. Alix, Anderson, Clemmons, Cowart, Esry, Fortado, Goss, Harper,
26 Hartke, McGuire, Petrie, Rosales, Summers, and Weibel were present at the time of roll call,
27 establishing the presence of a quorum.
28

29 Mitchell entered the meeting at 6:42 p.m.
30

31 **APPROVAL OF AGENDA/ADDENDA**
32

33 **MOTION** by Esry to approve the Agenda/Addenda as amended; seconded by Hartke.
34 **Motion carried with unanimous support.**
35

36 Mr. Alix requested Finance item G1 be discussed after B2; and C1 be discussed after E1.
37

38 **APPROVAL OF MINUTES**
39

40 **MOTION** by Rosales to approve the minutes of August 15, 2017; seconded by Goss.
41 **Motion carried with unanimous support.**
42

43 **PUBLIC PARTICIPATION**
44

45 Amy Foster spoke regarding the recommendation for the FY2018 Health Insurance. Dottie Vura-
46 Weis spoke regarding the Nursing Home, Jail and Voting.
47

48 **COMMUNICATIONS**

49

50 Rosales announced the CU Pride Fest activities scheduled for the upcoming weekend and
51 encouraged board members to participate.

52

53 **JUSTICE & SOCIAL SERVICES**

54

55 **Monthly Reports**

56 All reports were received and placed on file.

57

58 **Other Business**

59 Semi-Annual Review of Closed Session Minutes

60

61 **MOTION** by Hartke that the Closed Session minutes of the Justice & Social Services
62 Committee shall remain closed pursuant to Resolution No. 7969, a Resolution Establishing
63 Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County
64 Board; seconded by Weibel. **Motion carried with unanimous support.**

65

66 **Chair's Report**

67 There was no Chair's report.

68

69 **POLICY, PERSONNEL, & APPOINTMENTS**

70

71 **County Clerk**

72 The August 2017 report was received and placed on file.

73

74 **MOTION** by Michaels to receive and place the report on file; seconded by Goss. **Motion**
75 **carried with unanimous support.**

76

77 **County Administrator**

78 The monthly HR Report for August was received and placed on file.

79

80 **MOTION** by Alix to receive and place the report on file; seconded by Anderson. **Motion**
81 **carried with unanimous support.**

82

83 Request to Send Proposed Assistant County Administrator and HR Generalist Positions to Job
84 Content Evaluation Committee

85

86 Petrie asked for clarification regarding the impact on the budget. Snider commented these
87 are budget-neutral. He noted the Executive Assistant to the County Administrator position will
88 be eliminated and replaced by the HR Generalist role.

89

90 **MOTION** by Esry to send Position descriptions to the Job Content Evaluation
91 Committee; seconded by Tinsley. **Motion carried with unanimous support.**

92

93 **Other Business**

94 Proposed Change in County Board Rules

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MOTION by Alix to approve changes to the County Board rules; seconded by Summers.
Motion carried.

McGuire requested clarification on the process. Alix responded by saying Finance will still need to approve budget amendments. He noted this change streamlines the application process, but has no impact on the financial aspect of the grant.

Resolution Affirming Support for the Position of County Administrator

Anderson questioned the role of County Administrator and the position's reporting requirements. McGuire and Goss asked whether the State's Attorney has reviewed the Resolution. Weibel responded he does not believe the State's Attorney has seen this Resolution. Mitchell expressed the need for education and professional credentials.

Amended MOTION by Petrie for approval of Resolution Affirming Support for the Position of County Administrator, Facilities Director and Planning and Zoning Director; seconded by Mitchell. **Motion failed with a roll call vote of 3 - 17.** King, Mitchell, and Petrie voted in favor of the motion. Anderson, Clemmons, Cowart, Esry, Fortado, Goss, Harper, Hartke, McGuire, Michaels, Mitchell, Patterson, Rector, Rosales, Summers, Tinsley and Weibel voted against it.

Alix stated this Resolution is largely symbolic. He noted the statutes regarding the role of County Executive are not clear. Alix reviewed the process used to hire the County Executive and provided a handout used by the search committee formed in 2015 to replace Deb Busey. He stressed the fact that the requirements for an elected official include only the ability to collect petition signatures and to gain the support of a political party. Alix asked this Board to recognize the significant differences between the political office of County Executive and the professional position of the County Administrator and support this resolution. Weibel explained that Will County has two Chiefs of Staff; one reports to the County Board and one reports to the County Executive.

MOTION by Alix for approval of Resolution Affirming Support for the Position of County Administrator; seconded by Summers. **Motion carried with a roll call vote of 12 - 8.** Alix, Cowart, Fortado, Hartke, King, Mitchell, Patterson, Petrie, Rosales, Summers, Tinsley and Weibel voted in favor of the motion. Anderson, Clemmons, Esry, Goss, Harper, McGuire, Michaels, and Rector voted against it.

Semi-Annual Review of Closed Session Minutes.

MOTION by Weibel that the Closed Session minutes of the Policy, Personnel & Appointments Committee shall remain closed pursuant to Resolution No. 7969, a Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board; seconded by Hartke. **Motion carried with unanimous support.**

Chair's Report

Rosales indicated that there were no upcoming appointments in October 2017.

142 Designation of Items to be Placed on the Consent Agenda

143 None

144

145 FINANCE

146 Treasurer

147 Monthly Report

148

149 Treasurer's August 2017 monthly reports were received and placed on file.

150

151 Cash Flow Projection Report Presentation

152

153 Cash Flow Projection Report was received and placed on file.

154

155 **Omnibus MOTION** by Hartke to recommend County Board approval of a resolution
156 authorizing the cancellation of the appropriate certificate of purchase on a mobile home,
157 permanent parcels 29-050-0137 and 15-025-0501; seconded by Rector. **Motion carried with**
158 **unanimous support.**

159

160 **Omnibus MOTION** by Michaels to recommend County Board approval of a resolution
161 authorizing the execution of a deed of conveyance of the County's interest or cancellation of the
162 appropriate certificate of purchase on real estate, permanent parcels 20-09-01-180-002, 21-34-
163 33-429-017, 42-20-12-127-015, 01-35-30-231-008, 02-01-31-177-001, 02-01-31-178-002, 02-
164 01-36-480-009, 06-12-04-352-002, 20-09-02-103-012, 20-09-02-227-029, 21-34-34-302-008,
165 26-30-08-283-012, and 26-30-09-165-002; seconded by Goss. **Motion carried with unanimous**
166 **support.**

167

168 **Omnibus MOTION** by Esry to recommend County Board approval of a resolution
169 authorizing the County Board Chair to assign a mobile home tax sale certificate of purchase,
170 permanent parcels 11-014-0039, 14-020-0165, 14-023-0035 and 30-058-0082; seconded by
171 Summers. **Motion carried with unanimous support.**

172

173 **MOTION** by Goss to recommend County Board approval of a resolution authorizing the
174 execution of a deed of conveyance of the County's interest or cancellation of the appropriate
175 certificate of purchase of real estate, permanent parcel 19-27-33-451-005; seconded by King.
176 **Motion carried with unanimous support.**

177

178 Auditor

179 The Auditor's report of August 2017 was received and placed on file.

180

181 Nursing Home Accounts Payable Update

182

183 The Nursing Home Accounts Payable Update was received and placed on file.

184

185 Other Business

186 County Executive Salary

187 Alix reminded the Board the current recommendation is \$117,000 annually.

188

189 **MOTION** by Hartke to amend recommendation to \$70,000; seconded by Fortado.

190

191 Hartke stated his recommendation is for \$70,000 for four years, with no scheduled
192 increase. The Board discussed the pros and cons of the salary recommendation, as well as the
193 potential duties and responsibilities of the County Executive role. Mitchell stated citizens have
194 voiced strong opposition to the \$117,000 salary. McGuire noted the County pay structure is low
195 compared to other municipalities; notably the recent City of Champaign opening for a
196 Neighborhood Services Director.

197

198 **Motion failed with a roll call vote of 9 - 11.** Alix, Fortado, Hartke, King, Mitchell,
199 Patterson, Summers, Tinsley, and Weibel voted in favor of the motion. Anderson, Clemmons,
200 Cowart, Esry, Goss, Harper, McGuire, Michaels, Petrie, Rector, and Rosales voted against it.

201

202 **MOTION** by Michaels to move forward to the Full Board the recommendation for
203 approval the salary for the County Executive for December 1, 2018; seconded by Goss.

204

205 **Motion carried with a roll call vote of 11 - 9.** Anderson, Clemmons, Cowart, Esry, Goss,
206 Harper, McGuire, Michaels, Petrie, Rector, and Rosales voted in favor of the motion. Alix,
207 Fortado, Hartke, King, Mitchell, Patterson, Summers, Tinsley, and Weibel voted against it.

208

209 Semi-Annual Review of Closed Session Minutes

210

211 **MOTION** by Goss that the Closed Session minutes of the Finance Committee shall
212 remain closed pursuant to Resolution No. 7969, a Resolution Establishing Procedures for Semi-
213 Annual Review of Closed Session Minutes by the Champaign County Board; seconded by
214 Harper. **Motion carried with unanimous support.**

215

216 Budget Amendments/Transfers

217

218 **MOTION** by Esry to recommend County Board approval of a resolution authorizing
219 **Budget Transfer 17-00004** for Fund/Dept. 476 Self-Funded Insurance/119 Workers
220 Compensation Insurance for \$1,282 for an Actuarial Study Fee; seconded by Goss. **Motion**
221 **carried with unanimous support.**

222

223 **MOTION** by Rector to recommend County Board approval of **Budget Amendment 17-**
224 **00036** for Fund/Dept. 080 General Corporate/028 Information Technology with increased
225 appropriations of \$4,786 and matching revenue to cover the shared cost of CISCO router
226 necessary to implement internet sharing agreement with City of Urbana and Urbana Free Library;
227 seconded by King. **Motion carried with unanimous support.**

228

229 **MOTION** by McGuire to recommend County Board approval of **Budget Amendment**
230 **17-00037** for Fund/Dept. 110 Workforce Development/830 WIOA One-Stop Oper-Evn Yr with
231 increased appropriations of \$105,000 and matching revenue to allow for segregation of costs and
232 associated reimbursements to the current four-partner Consortium (RPC, Parkland, IDES, and
233 IDHS) for the WIOA employment and training service and delivery system: seconded by Weibel.
234 **Motion carried with unanimous support.**

235

236 Sheriff

237

238 **MOTION** by Michaels to recommend County Board approval of an intergovernmental
239 agreement between the City of Champaign, the city of Urbana, and Champaign County regarding
240 the Edward Byrne memorial Justice Assistance Grant (JAG) Program; seconded by Goss. **Motion**
241 **carried with unanimous support.**

242

243 Nursing Home

244 **FY2018 Budget Presentation**

245

246 Snider introduced Suzanne Koenig, Tom Dankur, Joyce Ciyou, and Kim Colbrook.
247 Snider reviewed the presentation; outlining two options. Koenig provided a status update
248 regarding Nursing Home operations, including changes in staffing, census, cost containment,
249 A/R, and outreach efforts. Snider reviewed the high level of sensitivity associated with census
250 variations.

251

252 Summers and Tinsley left the meeting at 8:14 p.m., and 8:23 p.m., respectively.

253

254 Dankur noted roughly 80% of A/R at twelve months or less are recoverable. He stated
255 that drops to 15% for A/R that is older than twelve months. Koenig commented that SAK would
256 like to hire a local service to collect on these receivables. This service would retain 20% of all
257 the dollars recovered.

258

259 Ogden summarized Option A, saying it does not address outstanding balances owed to the
260 County that would help to restore the Fund Balance; and could further impact the Fund if there
261 are capital improvements that can't be funded through this budget.

262

263 Snider noted the suggested minimum price for the Nursing Home (as shown in Option B),
264 based on the professional judgement of the broker, is \$11 million. Alix asked what the census
265 would need to be (based on the current payer mix) in order to recover in two years. SAK agreed
266 to investigate, work through the calculations, and provide an answer.

267

268 County Administrator

269 **FY2017 General Corporate Fund Budget Projection & Budget Change Reports**

270

271 Ogden explained that there were few changes from the last reports. She noted in August
272 the County received three disbursements from AOIC for State reimbursement. There was also a
273 slight improvement in revenues generated from non-business licenses and fees and fines; with no
274 changes on the expenditure side.

275

276 **LMHIC Health Insurance Recommendation**

277

278 Snider introduced John Malachowski (Gallagher), Deb Simmons (Blue Cross/Blue
279 Shield), and Debbie Heiser (Champaign County). Snider reviewed the history of the Health
280 Insurance renewal process. He discussed the differences between the current Health Alliance
281 Plan and the recommended Blue Cross/Blue Shield plan. He addressed the comments from the
282 public participation section of this evening's meeting.

283
284 Alix explained the Labor, Management Health Insurance Committee was formed in order
285 to streamline the process regarding negotiations with the many labor unions within the County. King
286 and Harper commented they believed there was good input from committee members throughout
287 the process.

288
289 Snider disclosed that the committee co-chair raised a legal question today, with respect to
290 the voting process. The State's Attorney is reviewing the question. Snider will have the answer
291 available at the County Board meeting next week.

292
293 **MOTION** by Esry to move this item to full County Board without recommendation;
294 seconded by Hartke. Clemmons and McGuire recused themselves due to conflict of interest.
295 **Motion carried with unanimous support.**

296
297 **FY2018 Budget Decision Points**

298
299 Ogden reviewed the revenue and expenditure numbers, excluding the Nursing Home
300 budget. She indicated the County has made improvement in the General Fund budget since the
301 Legislative budget hearing meeting.

302
303 On the revenue side, the recommended option is the Implementation of Municipal
304 Aggregation Civic Contribution. This will require an amendment to the contract with the current
305 supplier. This program is voluntary and residents may "opt out".

306
307 On the expenditure side, there are two recommended options. The first is to utilize public
308 safety sales tax fund balance to fund \$70,000 of facilities capital improvements. The second is
309 implementation of a three month hiring deferral when vacancies occur.

310
311 **Chair's Report**
312 There was no Chair's report.

313
314 **Designation of Items for the Consent Agenda**
315 Items A3 - 22; D1-3; E1; were designated for the Consent Agenda.

316
317 **OTHER BUSINESS**
318 None

319
320 **ADJOURNMENT**
321 Chair Weibel adjourned the meeting at 10:15 p.m.

322
323 Respectfully submitted,

324
325 Tammy Asplund,
326 Recording Secretary

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




CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

DATE: October 10, 2017

TO: Dr. Pius Weibel, Champaign County Board Chair; and Honorable Members of the Justice and Social Services Committee of the Whole

FROM: Lynn Canfield, Director, Champaign County Mental Health/Developmental Disabilities Boards

SUBJECT: National Association of Counties (NACO) Creative Counties Challenge Application 

NACO has a 'Creative Counties Challenge' to incorporate the arts in community building and problem-solving. While the project I have in mind may not be a perfect fit, I might apply anyway. Information on the challenge is here:

<http://www.naco.org/articles/applications-open-new-creative-counties-challenge-will-train-local-leaders-how-advance-arts>

The deadline is October 13th, and my project lacks one of the required elements: an elected county official who would travel with the small group (business leader, arts leader, and artists) to a workshop in 2018 and the NACO conference in early 2019, where they would present on their work. Many of their expenses would be paid.

The project I'd propose would involve some members of our collaborative, The Alliance for Inclusion and Respect, who have staged art shows twice a year, for many years, as part of our anti-stigma/community awareness efforts. UIUC students designed a website to promote the work, and we upgraded it to <http://champaigncountyAIR.com>.

Several partners are artists and entrepreneurs who have a disability or lived experience with a behavioral health condition, and for some the sale of their art is a pathway to economic independence and relationship to the community.

If a member of the Justice and Social Service Committee or other County Board member is interested in participating in the project, however lightly, I will submit the application. There is no cash award, but for some of these artists and their supporters, the engagement with other communities and like-minded leaders would be a boon.

Thank you for your consideration.



CREATIVE COUNTIES PLACEMAKING CHALLENGE: TEAM APPLICATION PACKAGE



DOWNLOAD APPLICATION PDF

APPLY ONLINE

Overview

As public funding becomes increasingly strained, counties must search for and employ new strategies to improve their communities and local economies. NACo, in partnership with Americans for the Arts and with support from the National Endowment for the Arts, has launched the Creative Counties Placemaking Challenge to support counties as they work to identify and strengthen ways to integrate arts into solutions to local challenges. The Creative Counties Placemaking Challenge invites counties with populations of less than 250,000 to form multidisciplinary teams to apply.

Teams that submit winning applications will attend an in-person, 2 ½-day training and peer exchange workshop on March 28 – 30, 2018 in Des Moines, Polk County, Iowa. Guided by expert facilitators and practitioners, the workshop will be designed to assist teams as they identify local place-based assets and how they might be leveraged to promote more livable, dynamic, resilient places with the arts at their core. The convening will feature panel discussions, small group exercises, mobile tours and team presentations.

Selected teams will be presented with the systems and tools necessary to develop successful creative placemaking solutions, and will be given time to meet and design solutions tailored to their communities' unique culture, assets and needs. Teams will leave the workshop with an implementable action plan, and an improved local capacity to integrate arts and culture into community building and problem-solving. In addition, teams will be able to access pre- and post-workshop technical assistance and mentoring support.

Important Dates and Deadlines

Team Application Deadline: Friday, October 13, 2017, 11:59 p.m. EST

Announcement of Selected Teams: Tuesday, December 12, 2017

Workshop in Des Moines, Polk County, Iowa: Wednesday, March 28 – Friday, March 30, 2018

Creative Placemaking Forum in Washington, D.C.: During NACo Legislative Conference March 2019

Program Information

Q WHO SHOULD APPLY?

A Counties with populations of less than 250,000—or county/local arts agencies located within counties with populations of less than 250,000—who are looking to address unique local challenges and bolster their ability to grow their economies and resilience by employing the arts as core to the solution. *Note: Counties or county/local arts agencies must form multidisciplinary teams to apply. If a county does not have an official arts agency, a local arts nexus organization can apply.*

Q ARE THERE ANY REQUIREMENTS FOR THE TEAMS?

A Teams must consist of at least one county elected official, one local arts leader and one local business leader. Teams must have no less than four and no more than six members, and should have good cross-sector representation. A maximum of two representatives from a given organization may participate on the same team.

Q DOES A COUNTY OR COUNTY/LOCAL ARTS AGENCY NEED TO BE A NACO OR AMERICANS FOR THE ARTS MEMBER TO APPLY?

A No, counties or county/local arts agencies do not need to be members of NACo or Americans for the Arts respectively to apply for the Placemaking Challenge.

Q WHERE CAN I FIND EXAMPLES OF CREATIVE PLACEMAKING PROJECTS?

A The National Endowment for the Arts has a great website called Exploring Our Town that highlights case study examples of successful creative placemaking projects. You can explore those projects here: <https://www.arts.gov/exploring-our-town/showcase/type> <<https://www.arts.gov/exploring-our-town/showcase/type>> .

Q IS THERE AN APPLICATION FEE?

A No.

Q CAN I SUBMIT WORK SAMPLES?

A Yes, you do have the option to submit work samples. If you would like to do so, please submit them here: <http://www.naco.org/creative-counties-placemaking-challenge-work-sample-submission> <<http://www.naco.org/creative-counties-placemaking-challenge-work-sample-submission>> .

Q HOW WILL APPLICATIONS BE EVALUATED?

A Applications will be evaluated and weighted based on:

Quality and appropriateness of the team members.

Strength of the proposed partnership.

Ability of the team to follow through with their action plan and all workshop activities.

Appropriateness of outlined goals to the community in which the project will take place.

Q WHO WILL REVIEW THE APPLICATIONS?

A NACo and Americans for the Arts staff will screen each application to ensure the key eligibility criteria are met, and an external team of national experts will review team applications. The panel will assign a final score to each application and rank them in score order and recommend for selection the most highly rated applications.

Q WILL SELECTED TEAMS RECEIVE FUNDING?

A No, selected counties/regions will not receive a direct financial award.

Q WHAT WILL TEAMS RECEIVE?

A Teams will be invited – and expected – to attend the national team-based workshop March 28 – 30, 2018, and will receive pre- and post-workshop technical support and mentoring starting in December 2017.

Q WILL SELECTED TEAMS NEED TO PAY A REGISTRATION FEE TO ATTEND THE WORKSHOP?

A No.

Q WILL THERE BE TRAVEL FUNDS FOR SELECTED TEAMS TO ATTEND THE WORKSHOPS?

A Yes, NACo has limited funding available to partially offset team travel costs.

Q WHAT COSTS SHOULD TEAMS ANTICIPATE TO ATTEND THE WORKSHOPS?

A NACo has a limited budget to offset some transportation and lodging costs to attend the workshops. Teams should expect to cover a portion of their transportation/lodging costs.

Q WILL MEALS BE PROVIDED AT THE WORKSHOPS?

A NACo will provide breakfast and lunch for each of the two full days of each workshop. Teams will be on their own for dinners.

Q WILL NACO OR AMERICANS FOR THE ARTS STAFF VISIT SELECTED COMMUNITIES TO HELP WITH PROJECTS ON THE GROUND?

A No, NACo does not have the budget to allow for site visits. If a team is able to finance costs for the visit, however, NACo and Americans for the Arts staff are willing to work with that team within their home communities to help with community engagement activities and meet with local stakeholders.

Questions?

If you have any questions, please contact Jenna Moran at 202-942-4224 or jmoran@naco.org.

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Drainage District Commissioner

PLEASE TYPE OR PRINT IN BLACK INK

NAME: DUANE (DUKE) W. GOODWIN

ADDRESS: 1374 Co Rd 2125 E. St Joseph IL 61873
Street City State Zip Code

EMAIL: _____ PHONE: 217-469-2054

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: SJ. Joseph #4 DRAINAGE district

BEGINNING DATE OF TERM: 9/1/17 ENDING DATE: 8/31/20

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. Do you own land within the drainage district? Yes No

2. What experience and background do you have which you believe qualifies you for this appointment?
I've been appointed MANY times to be a drainage comm. - ST Joseph district #4

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?
WORKING + CLASSROOM KNOWLEDGE

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving. ST JOE #4

Duane W. Goodwin
Signature

Date: 9-25-17



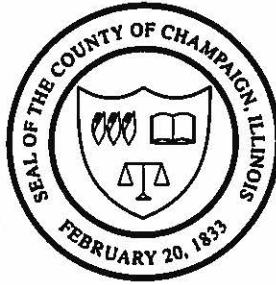
Gordy Hulten
Champaign County Clerk
Champaign County, Illinois

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

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

COUNTY CLERK
MONTHLY REPORT
SEPTEMBER
2017

Liquor Licenses & Permits	-
Marriage License	9,380.00
Civil Union Licenses	0.00
Interests	33.67
State Reimbursements	-
Vital Clerk Fees	22,521.00
Tax Clerk Fees	6,381.10
Refunds of Overpayments	<u>4.02</u>
TOTAL	38,319.79
Additional Clerk Fees	1,352.00



OFFICE OF THE
COUNTY ADMINISTRATOR

MONTHLY HR REPORT
SEPTEMBER 2017

VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2017 HRS	FY 2017 SALARY
80	16	Admin Assistant	\$15.57	1950	\$30,361.50	1950	\$30,361.50
80	16	Admin Assistant	\$15.57	1950	\$30,361.50	1950	\$30,361.50
80	20	Admin Secretary	\$15.57	1950	\$30,361.50	1950	\$30,361.50
80	22	Deputy County Clerk	\$13.70	1950	\$26,715.00	1950	\$26,715.00
80	28	Desktop Sup Tech	\$17.16	1950	\$33,462.00	1950	\$33,462.00
80	30	Legal Clerk	\$13.70	1950	\$26,715.00	1950	\$26,715.00
80	30	Trainer/App Admin	\$17.16	1950	\$33,462.00	1950	\$33,462.00
80	41	PT Legal Secretary	\$14.52	780	\$11,325.60	780	\$11,325.60
80	71	Custodian	\$12.30	1950	\$23,985.00	1950	\$23,985.00
80	140	Clerk	\$13.70	1950	\$26,715.00	1950	\$26,715.00
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2080	\$40,601.60
80	140	Correctional Officer	\$19.52	2080	\$40,601.60	2080	\$40,601.60
91	247	Animal Cntrl Warden	\$15.57	2080	\$32,385.60	2080	\$32,385.60
91	247	Animal Cntrl Warden	\$15.57	2080	\$32,385.60	2080	\$32,385.60
-- TOTAL --					\$419,438.50		\$419,438.50

UNEMPLOYMENT REPORT

Notice of Claims received – 5

Nursing Home – 4

Physical Plant – 1

Benefit Determination - 1

Nursing Home – 3 – denied

Supervisor of Assessments – 1 - denied

RPC/WIA – 1 - denied

PAYROLL REPORT

SEPTEMBER PAYROLL INFORMATION

Pay Group	9/1/2017		9/15/2017	
	EE's Paid	Total Payroll \$\$	EE's Paid	Total Payroll \$\$
General Corp	509	\$936,953.00	515	\$978,668.08
Nursing Home	204	\$235,187.62	200	\$236,390.05

RPC/Head Start	213	\$267,089.64	211	\$273,259.47
Total	926	\$1,439,230.26	926	\$1,488,317.60

	9/29/2017	
<u>Pay Group</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	508	\$933,923.52
Nursing Home	201	\$233,039.95
RPC/Head Start	216	\$326,288.40
Total	925	\$1,493,251.87

HEALTH INSURANCE/BENEFITS REPORT

Total Number of Employees Enrolled: 701

General County Union (includes AFSCME & FOP):

Single 193; EE+spouse 31; EE+child(ren) 74; Family 33; waived 45

Nursing Home Union:

Single 45; EE+spouse 9; EE+child(ren) 5; Family 2; waived 15

Non-bargaining employees:

Single 105; EE+spouse 40; EE+child(ren) 37; Family 11; waived 56

Life Insurance Premium paid by County: \$1,798.42

Health Insurance Premium paid by County: \$413,317.72

TURNOVER REPORT

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

General County

September 2017: .86% average over the last 12 months

September 2017: 5 out of 584 Employees left Champaign County: 3 resignations, 2 retirements

WORKERS' COMPENSATION REPORT

<u>Entire County Report</u>	<u>September 2017</u>	<u>September 2016</u>
New Claims	10	12
Closed	15	8
Open Claims	32	23
Year To Date Total (On-going # of claims filed)	71	70

EEO REPORT

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

Sep 2017 Monthly EEO Report General County Only	Administrative Secretary_Auditor	Clerk_Circuit Court	Desktop Support Tech_IT	Master Control Officer PT_Sheriff	Warden_AC	
Total Applicants	141	84	51	23	29	328
Male	10	11	40	7	18	86
Female	131	72	8	16	9	236
Undisclosed	0	1	3	0	2	6
Hispanic or Latino	3	6	3	1	0	13
White	104	55	37	16	25	237
Black or African-American	22	19	4	6	0	51
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0
Asian	3	0	4	0	0	7
American Indian or Alaska Native	2	0	0	0	0	2
Two or more races	5	2	1	0	1	9
Undisclosed	2	2	2	0	3	9
Veteran Status	6	3	3	0	4	16

ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

Agendas Posted	15	Meetings Staffed	11	Minutes Posted	13
Appointments Posted	4	Notification of Appointment	0	Contracts Posted	3
Calendars Posted	5	Resolutions Prepared	36	Ordinances Prepared	1



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

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

Richard Snider, County Administrator

TO: Members of the Champaign County Board Committee of the Whole

FROM: Tammy Asplund, Executive Assistant to the County Administrator

DATE: October 10, 2017

RE: EEO-4 Survey

Champaign County is required to report workforce information based on race and gender to the EEOC (Equal Employment Opportunity Commission) biennially. As mandated by the requirements, each functional area with more than 100 employees is given a separate report; with a single summary report combining all functions with less than 100 employees.

For the 2017 survey, Champaign County submitted the following reports:

1. Financial Administration
2. Public Welfare
3. Nursing Home
4. Corrections
5. Summary of Other Functions (Including Streets & Highways, Police Protection, Health, Community Development, Animal Control & Emergency Management)

The attached reports contain information from this year's and previous EEO submissions; as well as comparisons to Champaign County Census numbers from 2000 and 2010.

There are a few noteworthy statistics:

- The overall population of Champaign County grew approximately 1% since the 2015 report; while the overall number of Champaign County employees decreased by 2% for the same time period
- Corrections most closely mirrors the county's male/female ratio
- Champaign County's employee ethnicity makeup are fairly consistent with those of the county overall; the Nursing Home being the only exception

2017 EEO4 Survey Results

As of June 30, 2017 the workforce of Champaign County Government was made up of the following representative race and gender groups.

Financial Administration	191	FTE	FTE (Full Time Employees)
Public Welfare	150	FTE	
Nursing Home	127	FTE	
Corrections	145	FTE	
All Other	120	FTE	
TOTAL	733		

Financial Administration (Function 1 of EEO-4 Survey)
Reported by Race and Gender

White/Male	54	28.27%	Reported by Race:		
Black/Male	5	2.62%	White	158	82.72%
Hispanic/Male	2	1.05%	Black	25	13.09%
Asian/Male	0	0.00%	Other	8	4.19%
American Indian/Male	0	0.00%	TOTALS	191	100.00%
White/Female	104	54.45%	Reported by Gender:		
Black/Female	20	10.47%	Male	61	31.94%
Hispanic/Female	3	1.57%	Female	130	68.06%
Asian/Female	3	1.57%	TOTALS	191	100.00%
American Indian/Female	0	0.00%			
TOTALS	191	100.00%			

Public Welfare (Function 3 of EEO-4 Survey)
Reported by Race and Gender

White/Male	13	8.72%	Reported by Race:		
Black/Male	3	2.01%	White	104	69.80%
Hispanic/Male	0	0.00%	Black	34	22.82%
Asian/Male	0	0.00%	Other	11	7.38%
American Indian/Male	0	0.00%	TOTALS	149	100.00%
White/Female	91	61.07%	Reported by Gender:		
Black/Female	31	20.81%	Male	16	10.74%
Hispanic/Female	7	4.70%	Female	133	89.26%
Asian/Female	3	2.01%	TOTALS	149	100.00%
American Indian/Female	1	0.67%			
TOTALS	149	100.00%			

Nursing Home (Function 7 of EEO-4 Survey)
Reported by Race and Gender

White/Male	6	4.72%	Reported by Race:		
Black/Male	10	7.87%	White	43	33.86%
Hispanic/Male	0	0.00%	Black	81	63.78%
Asian/Male	1	0.79%	Other	3	2.36%
American Indian/Male	0	0.00%	TOTALS	127	100.00%
White/Female	37	29.13%	Reported by Gender:		
Black/Female	71	55.91%	Male	17	13.39%
Hispanic/Female	0	0.00%	Female	110	86.61%
Asian/Female	2	1.57%	TOTALS	127	100.00%
American Indian/Female	0	0.00%			
TOTALS	127	100.00%			

2017 EEO4 Survey Results

Corrections (Function 11 of EEO-4 Survey)

Reported by Race and Gender

White/Male	67	46.85%
Black/Male	11	7.69%
Hispanic/Male	1	0.70%
Asian/Male	1	0.70%
American Indian/Male	0	0.00%
White/Female	57	39.86%
Black/Female	6	4.20%
Hispanic/Female	0	0.00%
Asian/Female	0	0.00%
American Indian/Female	0	0.00%
TOTALS	143	100.00%

Reported by Race:

White	124	86.71%
Black	17	11.89%
Other	2	1.40%
TOTALS	143	100.00%

Reported by Gender:

Male	80	55.94%
Female	63	44.06%
TOTALS	143	100.00%

Summary Function (Function 16 of EEO-4 Survey)

Reported by Race and Gender

White/Male	77	64.17%
Black/Male	4	3.33%
Hispanic/Male	0	0.00%
Asian/Male	0	0.00%
American Indian/Male	0	0.00%
White/Female	36	30.00%
Black/Female	1	0.83%
Hispanic/Female	1	0.83%
Asian/Female	1	0.83%
American Indian/Female	0	0.00%
TOTALS	120	100.00%

Reported by Race:

White	113	94.17%
Black	5	4.17%
Other	2	1.67%
TOTALS	120	100.00%

Reported by Gender:

Male	81	67.50%
Female	39	32.50%
TOTALS	120	100.00%

2017 COMBINED TOTALS BY RACE AND GENDER

White/Male	217	29.73%
Black/Male	33	4.52%
Hispanic/Male	3	0.41%
Asian/Male	2	0.27%
American Indian/Male	0	0.00%
White/Female	325	44.52%
Black/Female	129	17.67%
Hispanic/Female	11	1.51%
Asian/Female	9	1.23%
American Indian/Female	1	0.14%
TOTALS	730	100.00%

Reported by Race:

White	542	74.25%
Black	162	22.19%
Other	26	3.56%
TOTALS	730	100.00%

Reported by Gender:

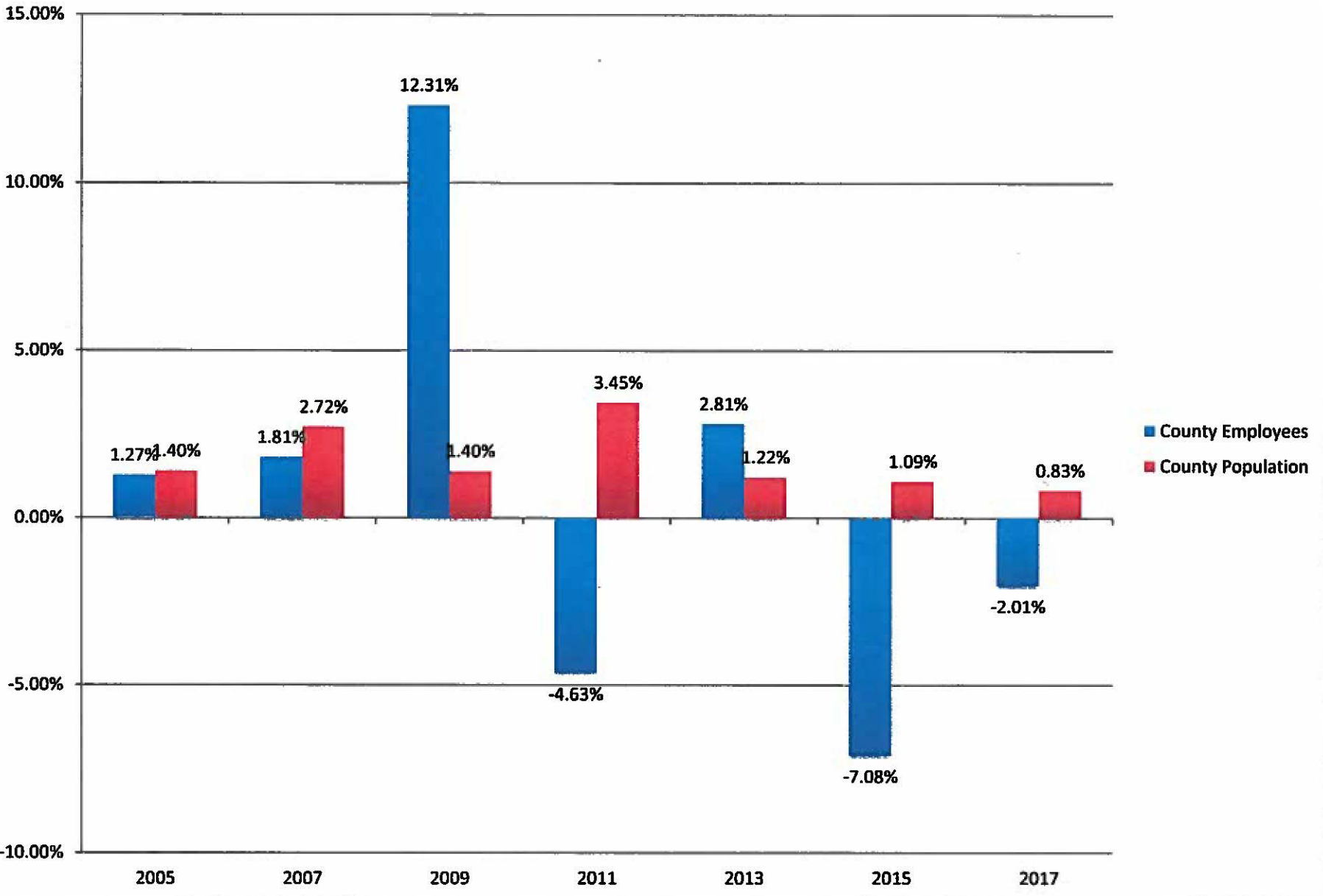
Male	255	34.93%
Female	475	65.07%
TOTALS	730	100.00%

CENSUS BUREAU STATISTICS FOR CHAMPAIGN COUNTY

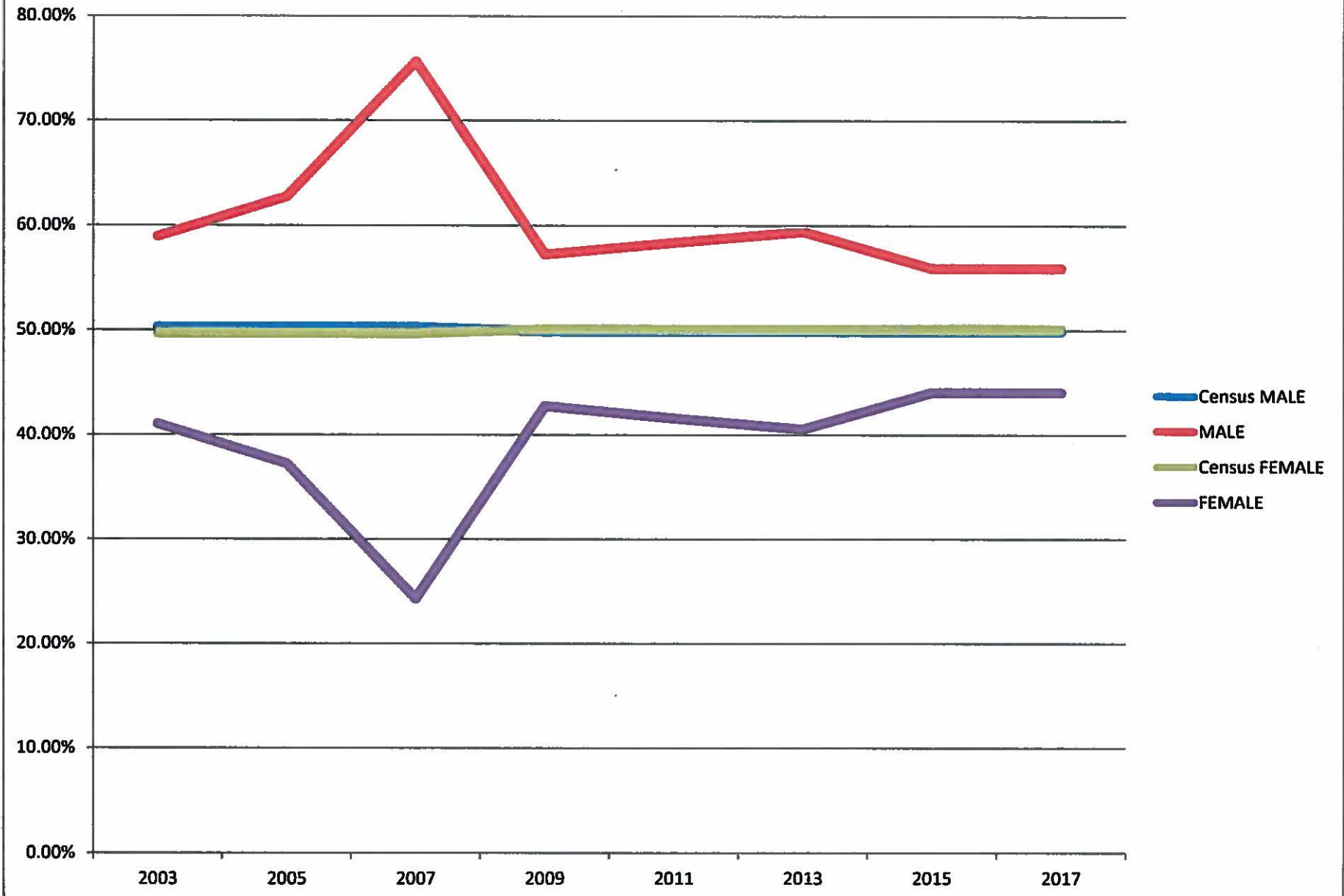
	WHITE	BLACK	OTHER	TOTALS
2000 Census	78.80%	11.20%	10.00%	100.00%
2010 Census	73.40%	12.40%	14.20%	100.00%

	MALE	FEMALE	TOTALS
2000 Census	50.30%	49.70%	100.00%
2010 Census	49.90%	50.10%	100.00%

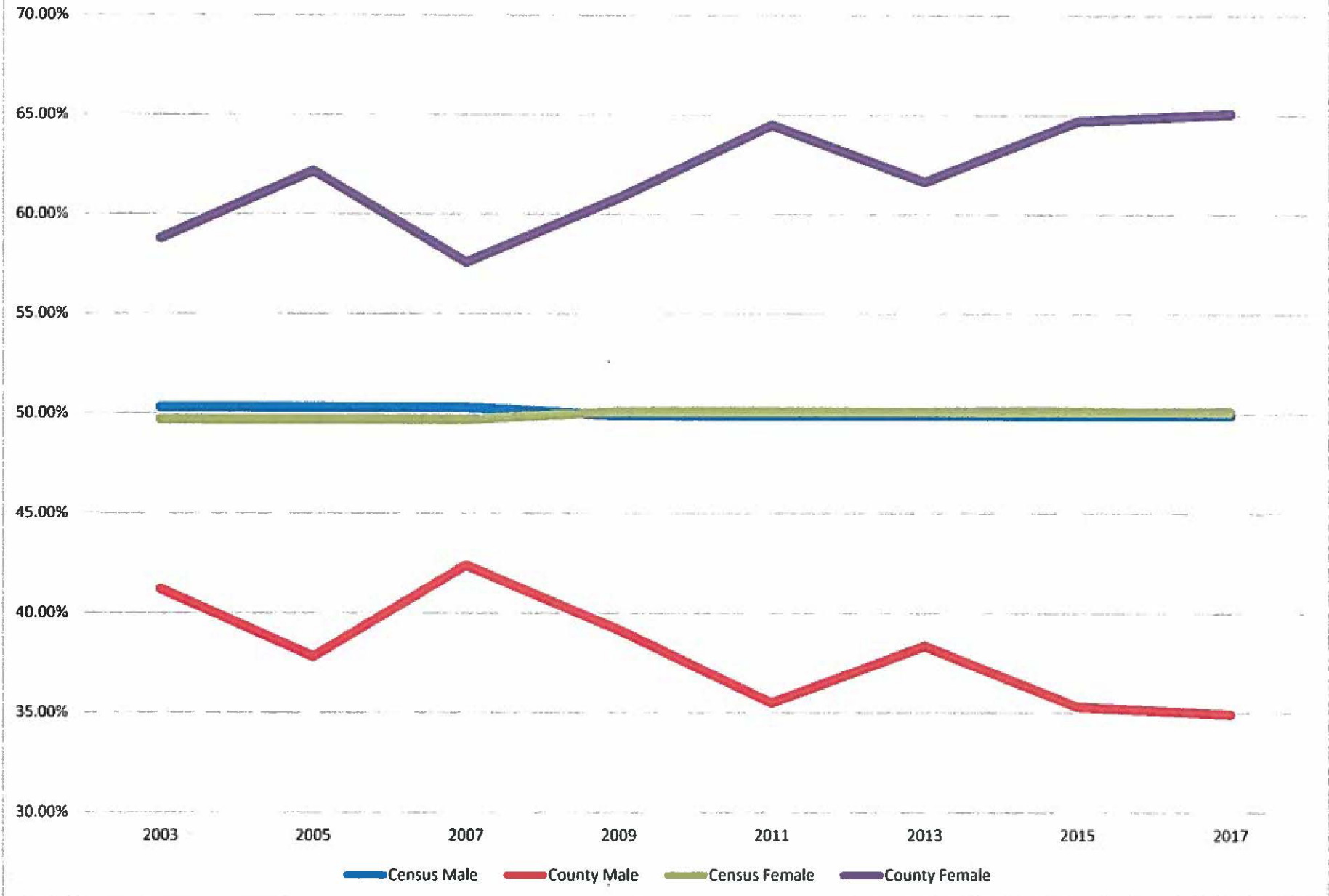
Champaign County Growth



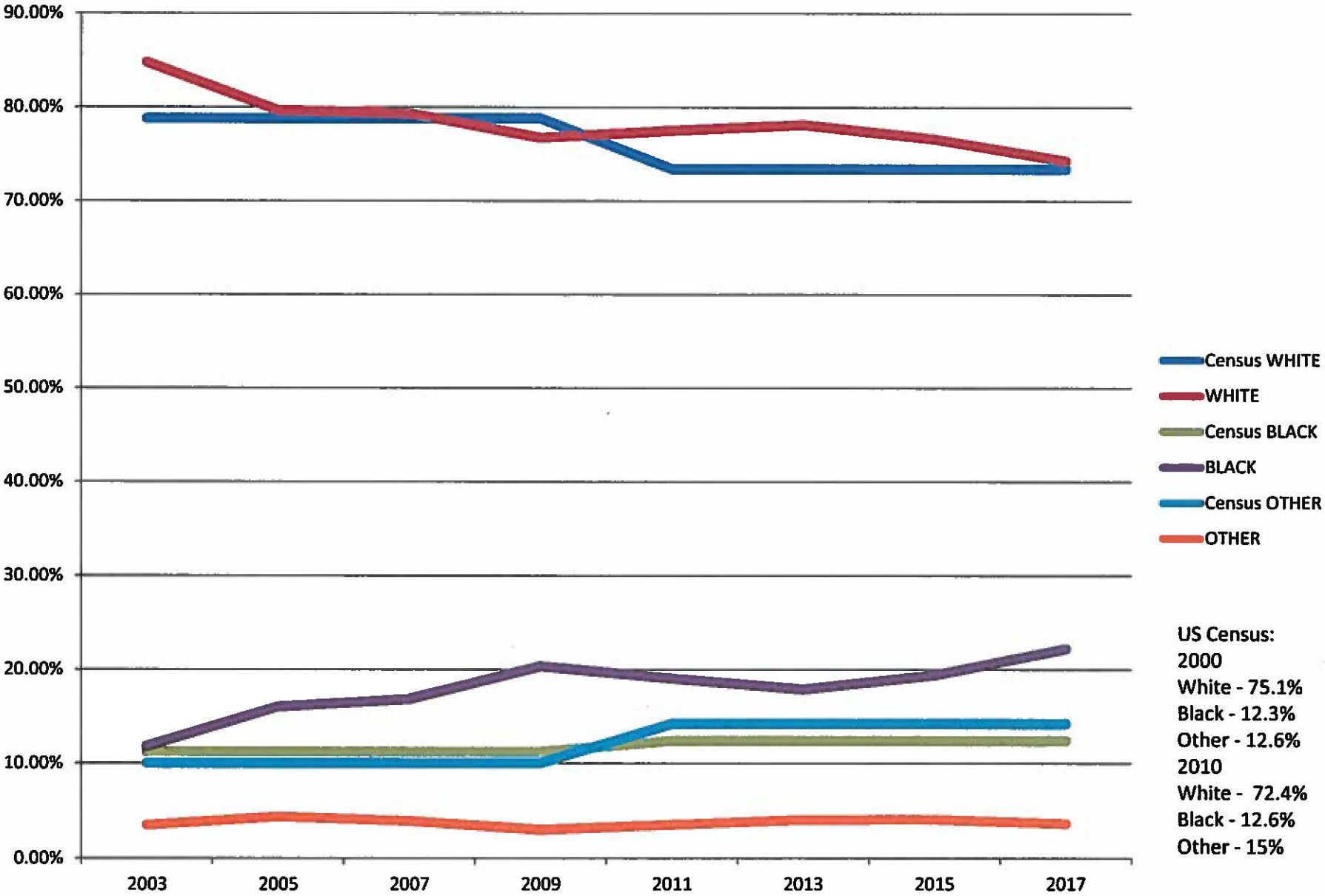
Champaign County Corrections



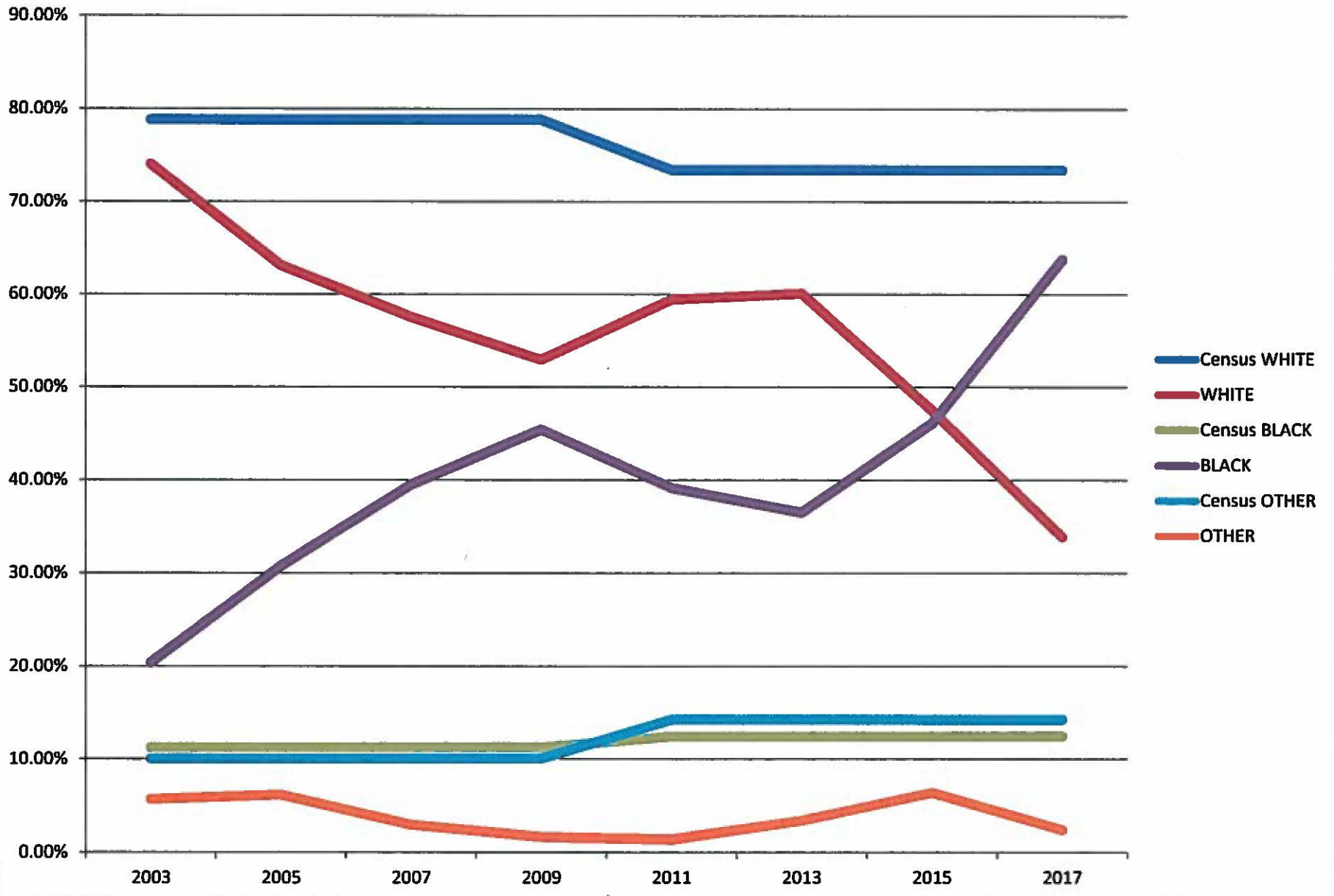
Champaign County Gender Stats

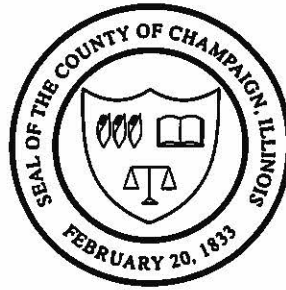


Champaign County - All Departments



Champaign County Nursing Home





OFFICE OF THE
COUNTY ADMINISTRATOR

4 October 2017

MEMORANDUM

TO: Mr. Giraldo Rosales, Deputy Chair-Policy, Personnel, and Appointments; and
Mrs. Diane Michaels, Vice Chair-Finance; and
Honorable Members of the Champaign County Board

FR: Rick Snider, County Administrator *RS*

RE: Approval of Personnel Requests for HR Generalist and Assistant County Administrator

Pursuant to direction from the Committee of the Whole, the Job Content Evaluation Committee has convened to evaluate two positions as requested by the County Administrator. This memo discusses the results of the evaluations, which are attached for your reference. I have also included job descriptions for these positions. Note: all of the positions discussed are non-bargaining unit positions and do not impact any collective bargaining agreements in effect with AFSCME.

HR Generalist. This position would replace the current Executive Assistant to the County Administrator by upgrading responsibilities.

The Administrative Services Department is understaffed to respond to the needs of County government in the area of human resources support. The County lacks a qualified Human Resources Director. Furthermore, while we have an excellent budget and HR specialist in place, I am concerned about the looming prospect of retirement leaving ASD without any ability to replace the lost knowledge or skills.

ASD previously held an HR Generalist position that was lost through reorganizations and staff changes. I believe it is essential to restore the position so that appropriate cross-training can occur before any retirement may occur. In addition, the HR Generalist would address needs such as coordinating the onboarding process for new employees, assist in the development of policies to comply with statutory requirements (e.g. FLSA, ADA, etc.), coordination of performance appraisal systems, and cross-training on key ASD functions such as payroll, insurance, and salary administration.

Assistant County Administrator for Planning and Communications. This position would be a new one focused on County Board and County Administrator support. It would integrate some of the current responsibilities of the county board's administrative assistant with new strategic functions.

One of the key challenges in this office is the lack of any capacity to support crisis management or ad-hoc programs. For example, the challenges of the nursing home have consumed a significant amount of my attention, making it difficult to address ongoing needs of the county (budget, labor negotiations, intergovernmental relations, etc.). This position would be involved in assisting with

budget development and research, as well as provide backup capacity for dealing with urgent issues. This position would also provide support for capital asset planning under the guidance of the deputy county administrator, and provide a more strategic approach to agenda planning.

As with the budget and HR specialist position, the administrative assistant is eligible for retirement and her departure would also leave a void in terms of institutional knowledge. I feel that creating this position will leave the County better able to manage in the event of a retirement.

BUDGET IMPACT

ASD has held open two administrative positions in preparation for a reorganization plan. The proposed staffing changes are expected to be budget-neutral and not require any additional funding. The total of funds available for salary changes related to these two positions is \$72,818. The changes would permanently reduce ASD headcount by 1.

REQUESTED ACTION

The Policy, Personnel, and Appointments Committee recommends to the Finance Committee approval of the elimination of the Executive Assistant to the County Administrator position, the elimination of two Administrative Assistant positions, and the creation of the HR Generalist assigned to Grade Range "I", and the creation of the Assistant County Administrator of Operations and Planning assigned to Grade Range "L".

The Finance Committee recommends to the County Board approval of the elimination of the Executive Assistant to the County Administrator position, the elimination of two Administrative Assistant positions, and the creation of the HR Generalist assigned to Grade Range "I", and the creation of the Assistant County Administrator of Operations and Planning assigned to Grade Range "L".

ALTERNATIVE ACTION

If County Board does not wish to proceed at this time with all of the recommended changes to avoid making organizational moves prior to the implementation of the County Executive, I would ask for consideration of an alternative. My alternative recommendation would be to implement only the HR Generalist, which is going to be needed regardless of any future plan of organization, and to consider using a portion of the funding to allow the Planning and Zoning Department to convert a part-time position to full-time. Planning has been making do with part-time help in support of its MS4 duties and this change would allow the department to permanently retain a talented employee. The estimated expenditure to implement this would be \$31,786 (General Fund impact is \$23,186 out of this total) inclusive of IMRF, FICA, and other fringe benefit costs.

Champaign County Job Description

Job Title: Assistant County Administrator for Planning and Communications
Department: Administrative Services
Reports To: County Administrator
FLSA Status: Exempt
Grade Range: L
Approved Date: October 2017

SUMMARY Assists the County Administrator in the areas of planning and communications. This includes Champaign County Board administration as well as development and research in support of County policies, programs and goals. This position works independently with general direction from the County Administrator and Deputy County Administrator of Finance.

ESSENTIAL DUTIES and RESPONSIBILITIES include the following. Other duties may be assigned.

Manages and prepares agendas and calendars, and participates in board and committee meetings as recording secretary;

Manages the action calendar for all offices appointed by County Board, including but not limited to fire protection districts, drainage districts, and cemetery boards. Work will include management of vetting process as needed;

Drafts and publishes press releases including social media posts under the guidance of the County Administrator;

Under the direction of the Deputy County Administrator of Finance, assists in oversight and management of capital improvement planning, budgeting and implementation;

Assists the County Administrator and Deputy County Administrator in planning and preparation of the annual county budget;

Manages assigned County Board projects, including related contract management and employee supervision;

Conducts research and assists with policy formulation to implement County Board programs and special projects;

Acts as Freedom of Information Act (FOIA) officer for the Administrative Services Department; receives and responds to requests and maintains the records of those responses;

Supports elected and appointed department heads by fulfilling information requests;

Supports other Administrative Services Department functions as necessary, including procurement, human resources, risk management, and facilities.

Acts as liaison to other governmental and community partners (e.g. METCAD, Community Coalition, etc.) under the direction of the County Administrator; and

Other duties as assigned by the County Administrator.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of modern public sector practices including accounting, budget, finance, public relations, information systems and facilities management;

Knowledge of, and ability to comprehend and apply, county ordinances, resolutions, policies, and state laws relating to county government;

Ability to establish and maintain effective working relationships with the Champaign County Board, county elected and appointed officials, county employees, labor unions, and representatives of government and community agencies;

Ability to analyze organization structure, activity patterns, identify needs, and recommend changes that align with county board goals;

Effective oral and written communication skills; must be able to professionally represent Champaign County at committee and agency meetings, create presentation slides as appropriate, and draft memos and other correspondence.

Skills using software tools to develop presentations, charts, graphics, and publications.

SUPERVISORY RESPONSIBILITIES Provides supervisory direction to Administrative Services staff for duties and ad-hoc projects; direction to be provided in consultation with the County Administrator or Deputy County Administrator of Finance as appropriate.

EDUCATION and/or EXPERIENCE Master's degree in public or business administration with responsible public sector or private sector management employment experience, or any equivalent combination of education and experience that would provide the above-noted knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS Illinois driver's license; safe driving record; and proof of insurability; U.S. citizenship upon appointment.

PHYSICAL DEMANDS This position requires activities such as sitting, walking, standing, bending, stooping, climbing stairs, lifting, moving and carrying light objects, operating office equipment, and driving an automobile.

WORK ENVIRONMENT The work is performed primarily in an office environment and involves exposure to normal, everyday risks that require normal safety precautions typical of offices.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM
JOB CONTENT EVALUATION COMMITTEE REPORT

Date of Request:

September 12, 2017

EVALUATION OF NEW POSITION

Department Requesting: Administrative Services
Recommended Position Title: Assistant County Administrator/Planning and Communications
Job Points: 858
FLSA Status: Exempt
Recommended Salary Range: Grade L
*Ranges effective for FY2017
Minimum: \$31.89
Midpoint: \$39.86
Maximum: \$47.84

Date of Job Evaluation Committee Recommendation:

October 3, 2017

Champaign County Job Description

Job Title: Human Resource (HR) Generalist
Department: Administrative Services
Reports To: County Administrator
FLSA Status: Exempt
Grade Range: I
Prepared Date: October 2017

SUMMARY Administers human resources policies and procedures that cover two or more functional areas. Collects and analyzes HR data and then provides recommendations to management.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Coordinates and monitors new hire orientation process for county offices;

Assists in administration of recruitment effort for vacant positions including writing and placing advertisements, and use of online recruitment tools;

Assists with onboarding process for new County employees;

Assists in the exit interview and employee termination administrative processes;

Assists in organizational training and development efforts;

Develops and maintains affirmative action program; files EEO report; maintains other records, reports and logs to conform to EEO regulations;

Maintains human resources information system records and compiles reports from database;

Assists with processing of grievances and arbitrations;

Acts as recording secretary for the Labor Committee and Litigation Committee;

Maintains and coordinates employee recognition programs;

Manages all employee-related charitable contribution programs (e.g. Combined Charities Campaign, etc.);

Assists in development of policies to comply with statutory requirements (e.g. FLSA, ADA, etc.);

Assists in the development and coordination of performance appraisal programs;

Participates in cross-training activities with other ASD employees;

Acts as recording secretary for the Labor Management Health Insurance Committee;

Serves as back-up resource to insurance, payroll, and salary administration staff; and

Performs other related duties as required and assigned.

SUPERVISORY RESPONSIBILITIES This position does not have any supervisory duties.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION and/or EXPERIENCE Minimum of a four-year degree from an accredited college or university, and two to five years of human resources experience or an equivalent combination of training and experience.

LANGUAGE SKILLS Ability to read, analyze, and interpret periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, officials, and the public.

TECHNICAL SKILLS Proficiency in or knowledge of using a variety of computer software applications, especially Microsoft Office (Excel, Word, Publisher), experience with Kronos software beneficial; ability to perform mathematical calculations such as proportions and percentages.

REASONING ABILITY Ability to apply logic to carry out instructions furnished in written, oral, or diagram form. Ability to deal with multi-variable problems on standardized tasks; high level of interpersonal skills to handle sensitive and confidential situations and documentation.

CERTIFICATES, LICENSES, REGISTRATIONS Must possess or have the ability to acquire a SHRM-CP certification within eighteen (18) months of employment in this position.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the primary functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger; handle, or feel; and talk; or hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, peripheral vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Normal office conditions. The noise level in the work environment is moderate.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM
JOB CONTENT EVALUATION COMMITTEE REPORT

Date of Request:

September 12, 2017

RE-EVALUATION OF EXISTING POSITION

Department Requesting: Administrative Services
Position Title: Executive Assistant to County Administrator
Current Job Points: 630
FLSA Status: Exempt
Current Salary Range: Grade H
*Ranges effective for FY2017
Minimum: \$18.93
Midpoint: \$23.66
Maximum: \$28.40

Job Evaluation Committee Recommendation: Reclassification/Position Placement

Re-Evaluated Job Points: 690
Recommended Title: Human Resource (HR) Generalist
FLSA Status: Exempt
Recommended Salary Range: Grade I
*Ranges effective for FY2017
Minimum: \$22.05
Midpoint: \$27.56
Maximum: \$33.08

Date of Job Evaluation Committee Recommendation:

October 3, 2017

RESOLUTION NO. 5092

RESOLUTION DESIGNATING TRICK-OR-TREAT HOURS RULES AND GUIDELINES FOR THE ANNUAL OBSERVANCE OF HALLOWEEN IN CHAMPAIGN COUNTY

WHEREAS, the Champaign County Board has customarily joined with the City of Champaign and the City of Urbana in setting aside trick-or-treat hours for the annual observance of Halloween on October 31st each year; and

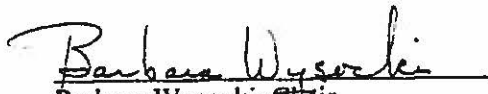
WHEREAS, the Champaign County Board and the City of Champaign and City of Urbana have agreed to the following schedule for the annual designation of trick-or-treat hours:

- Halloween/Trick-or-Treat will be held on October 31, regardless of what day of the week it is;
- If October 31 falls on a weekday (Monday through Friday), trick-or-treat hours will be from 6:00pm to 8:00pm.
- If October 31 falls on a weekend day (Saturday or Sunday), trick-or-treat hours will be from 5:00pm to 7:00pm.

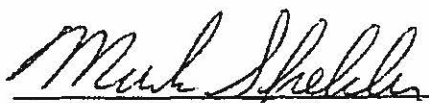
NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the annual observance of Halloween Trick-or-Treat in Champaign County shall be as follows:

- Halloween/Trick-or-Treat will be held on October 31, regardless of what day of the week it is;
- If October 31 falls on a weekday (Monday through Friday), trick-or-treat hours will be from 6:00pm to 8:00pm.
- If October 31 falls on a weekend day (Saturday or Sunday), trick-or-treat hours will be from 5:00pm to 7:00pm.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of October, A.D. 2005.


Barbara Wysocki, Chair
County Board of Champaign County, Illinois

ATTEST:


Mark Shelden, County Clerk
and ex-officio Clerk of the County Board



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

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

RANTOUL TOWNSHIP

PERMANENT PARCEL NUMBER: 20-09-02-181-017

As described in certificates(s) : 291 sold October 2014

RECEIVED
SEP 28 2017
C. C. TREAS. OFF.

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

WHEREAS, Minore Johnson, has bid \$900.00 for the County's interest, such bid having been presented to the Budget & Finance Committee at the same time it having been determined by the Budget & Finance Committee and the Agent for the County, that the County shall receive from such bid \$502.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$48.00 for recording. The Agent under his contract for services shall receive \$350.00. The total paid by purchaser is \$900.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the Chairman of the Board of Champaign County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$502.00 to be paid to the Treasurer of Champaign County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

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

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-17-001

JOHN FARNEY
COUNTY AUDITOR



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

OFFICE OF THE AUDITOR
CHAMPAIGN COUNTY, ILLINOIS

TO: Christopher Alix, Deputy Chair, Champaign County Board Finance Committee
Members of the Champaign County Board
Dan Welch, County Treasurer
Rick Snider, County Administrator

FROM: John Farney, County Auditor

DATE: October 2, 2017

RE: Champaign County Nursing Home Accounts Payable Update

Champaign County Nursing Home (CCNH) continues to struggle to meet its Accounts Payable obligations. I am pleased to provide the following updated information.

As of October 2, 2017, the Home owes a total of \$3,491,217.20 to its vendors. This is a decrease of \$12,498.59 from September 7, 2017.

Champaign County is owed the greatest amount of funds by CCNH. The Home's current Accounts Payable obligations to the County include (September 7, 2017 amount in parenthesis):

General Corporate Fund	\$233,041.12	(\$232,634.43)
Highway Fund	\$ 897.10	(\$ 686.52)
Capital Asset Replacement Fund	\$ 15,510.00	(\$ 15,510.00)
IMRF Fund	\$329,228.96	(\$310,949.86)
Social Security Fund	\$317,818.85	(\$300,171.57)
Self-Funded Insurance Fund	\$213,275.15	(\$213,275.15)

Additionally, CCNH is obligated in the form of a loan from the General Corporate Fund for \$226,802. This loan was used for boiler repair/replacement. CCNH has not made its FY2016 debt service reimbursement to the General Corporate Fund for \$262,114, nor the FY2017 Debt Service interest payment of \$21,334.99.

On March 14, 2017, the County Board authorized a loan of \$250,000 from the General Fund to Champaign County Nursing Home (Resolution No. 9892). As of August 31, 2017 this loan has been exhausted.

On August 24, 2017, the County Board authorized a loan of \$250,000 from the General Fund to Champaign County Nursing Home (Resolution No. 10097). On August 31, a distribution of \$100,000 was made to the Home to cover payroll shortfall.

This brings the total obligation to Champaign County from the Home (AP, Loans and Debt Service) to \$1,970,022.17. This total is an increase of \$36,543.65 from September 7, 2017.

As I have repeatedly informed this Board, debt to the County is of grave concern. The Home's debt to the County is nearly \$2 million. By comparison, at the end of November 2016, CCNH's obligation to the County, including nearly a full year of IMRF and Social Security expenses, was \$1,346,531.98.

The Home continues to struggle to meet its obligations to private vendors as well. The following vendors are owed at least \$100,000. They include (August 10, 2017 amount in parenthesis):

HealthPro Rehab Services (rehabilitation services)	\$372,963.63	(\$379,111.02)
Uvanta Pharmacy (resident pharmaceuticals)	\$374,817.63	(\$374,817.63)
HFS/Bureau of Operations (State bed tax, fees)	\$314,711.00	(\$314,711.00)
Health Care Services Group (dietary)	\$235,735.59	(\$235,735.59)
Professional Medical Supply (operational supplies)	\$177,377.88	(\$210,545.00)
Medical Staffing Services (contract nursing)	\$180,740.30	(\$190,244.45)
HealthDirect (resident pharmaceuticals)	\$108,109.24	(\$ 91,489.15)

An IGT payment of \$145,607.58 was received September 13, 2017. Additionally, with the Real Estate Tax distribution of September 20, the Home has fulfilled its Tax Anticipation Warrant obligation. The Home received an influx of \$140,458.21 to its cash balance after the final payment on the Tax Anticipation Warrant was made September 20.

Loan funds were necessary to cover the first payroll of September. \$150,000 in loan authority remains at the Home's disposal.

The County Auditor, County Treasurer and County Administrator continue to meet on a regular basis to monitor the Home's financial situation.

The County Auditor's Office will continue to monitor and report to the County Board on the status of Champaign County Nursing Home's financial obligations and debt. Should you have any questions, please don't hesitate to contact me.



CHAMPAIGN COUNTY MENTAL HEALTH BOARD

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

COVER MEMORANDUM

DATE: October 10, 2017
TO: Mr. Chris Alix, Deputy Chair-Finance; and Honorable Members of the Finance Committee of the Whole
FROM: Lynn Canfield, Director, Champaign County Mental Health Board (CCMHB) and Champaign County Developmental Disabilities Board (CCDDB) *LMC*
SUBJECT: FY2017 CCMHB Budget Request

Overview: The 2017 operating budgets for the CCMHB and CCDDB were developed in the Spring of 2016 by the now retired Executive Director and Business Unit Comptroller, with input from executives and interested members of the CCMHB and CCDDB.

It is unlikely they could have predicted and budgeted for the changes impacting our boards and staff since then.

- At this point, we anticipate using less than originally budgeted for **Personnel** and more than expected for **Professional Services**.

Personnel expenditures were originally budgeted to support full staffing of the administrative team. As of January 1, 2017, we were operating with three of five full time employees. We were not fully staffed again until June 19. The two vacancies resulted from retirement of long-serving team members, coincidentally those who constructed and monitored the budgets. My boards supported pausing prior to filling the two vacancies, to take advantage of the moment and do a deep assessment of internal operations. This organizational assessment led to revisions of all full-time positions and enhancements to our online application, reporting, and financial tracking systems. Later in the year, online systems were re-examined with input from the now full team, the boards, and the public, so that we are in the process of additional upgrades and trainings in their use. These improve data reporting, collection, and analysis which in turn improve our monitoring and planning functions and increase transparency. These supports were not anticipated in the 2017 budget.

Other related and unexpected expenditures included: advertising the position vacancies; background checks; salary range studies; short term reliance on two consultants to help evaluate all agency applications for funding; an online tool for staff and consultants to share those evaluations; and a consultant agreement with a Certified Public Accountant to review all agency independent audits. These were important to completing our work during the spring, but only the latter was in the original budget plan for 2017.

- **Accessibility review of websites brought unexpected Professional Services costs.**

Unrelated to our administrative team's transition was the review of our public websites. The cost of two reviews of one site and initial review of two others was not high but was not included in the original budget plan for 2017, and follow up reviews are also needed. Also not included were web developer costs for bringing all sites into compliance with the County's ADA settlement with the U.S. Department of Justice. These are in progress, as we fully acknowledge the importance of accessibility.

- **Other.**

We are now considering taking on a 2018 project ahead of schedule. In 2018 we must complete a community needs assessment. In order to avoid overwhelming ourselves next spring (during which time we will also be evaluating applications for funding, monitoring funded programs, and planning an expo event), we will start the process in the fall of 2017. One important new component is an online survey, to gain broader input from several sectors, with associated costs for promotion of the survey, alternative versions, analysis and reporting of results.

Requested Action: Transferring \$50,000 from Personnel – Regular FTE (511.03) to Professional Services (533.07) is supported by the CCMHB and CCDDB. Revised draft budgets were approved at their September 20th meetings, at which time they reviewed projections of 2017 actual revenues and expenditures. The leadership of the boards, per intergovernmental agreement, have anticipated and approved these transfers. We hope this is the middle of our “transition” and that 2018 will be stable, partly so that our proposed budgets come true.

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 17-00005

FUND 090 MENTAL HEALTH

DEPARTMENT 053 MENTAL HEALTH BOARD

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
090-053-533.07 PROFESSIONAL SERVICES	50,000.	090-053-511.03 REG. FULL-TIME EMPLOYEES

EXPLANATION: EXPENSES INCURRED WHILE UNDERSTAFFED-SEE COVER MEMO

DATE SUBMITTED: 9/21/17



AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE:

DATE: _____

* PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: _____

FUND 085 COUNTY MOTOR FUEL TAX

DEPARTMENT 060 HIGHWAY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
085-060-544.11 ROAD IMPROVEMENTS	3,200,000	3,132,000	4,296,709	1,164,709
TOTALS	3,200,000	3,132,000	4,296,709	1,164,709

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: TO COVER COST OF DEWEY FISHER CONSTRUCTION PROJECT. \$1,775,000 IN APPROPRIATIONS WERE APPROVED IN RESOLUTION 9028 ON NOV. 20, 2014 HOWEVER INVOICE DATE WAS UNKNOWN TO BILL COUNTY MFT FUNDS. INVOICE WAS RECIEVED SEPT 2017.

DATE SUBMITTED: 9-22-17	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

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SEP 22 2017
CLATSOP COUNTY
AUDITORS OFFICE

FUND 089 COUNTY PUBLIC HEALTH FUND DEPARTMENT 018 C-U PUBLIC HEALTH DISTRICT

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
089-018-534.73 C-U PUBLIC HEALTH DISTRICT	604,837	604,837	629,200	24,363
TOTALS	604,837	604,837	629,200	24,363

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
089-018-311.31 CURR PROP TX-PUB HLTH/C-U	604,837	604,837	629,200	24,363
TOTALS	604,837	604,837	629,200	24,363

EXPLANATION: THE PROPERTY TAX LEVY SPLIT BETWEEN THE BOH & CUPHD REVERSED TREND IN FY17 W/CUPHD EXPERIENCING GREATER GROWTH IN ITS LEVY DUE TO AN INCREASE IN THE % OF THE EAV ATTRIBUTED TO THE AREAS WITHIN THE DISTRICT. THE INCREASE IN PROPERTY TAX REVENUE REQUIRES AN INCREASE IN APPROPRIATIONS IN ORDER TO DISTRIBUTE THE FUNDS TO CUPHD.

DATE SUBMITTED: 9/27/2017 AUTHORIZED SIGNATURE: *Robert J. Smith* ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

MEMO

To: Committee of The Whole

From: Stephanie Joos

CC:

Date: September 25, 2017

Re: Agreement between The Board of Trustees of the University of Illinois and Champaign County Animal Control

Please accept for your review the agreement between Champaign County Animal Control and the Board of Trustees of University of Illinois. The agreement is for spay/neuter services through the Shelter Medicine Program at the University of Illinois.

The Shelter Program would bring their mobile spay/neuter bus to our facility twice monthly to alter animals owned by the citizens of Champaign County.

Animal Control would make the appointments and collect the fee for the surgery and the students would perform the surgeries. We would provide vaccinations and microchips for citizens purchasing these extras. The school would provide all the necessary equipment and supplies for the surgeries.

Any complications from the procedure would be handled by the school through the Small Animal Clinic.

I feel that this program will enhance our current program and allow us to provide more surgeries monthly. They would come twice monthly and provide up to 8 dog surgeries or 12 cat surgeries per visit.

We will reimburse the school \$25 for each surgery regardless of species or length of surgery. We would collect the fee from the pet owner and it would be cost neutral to the Animal Control Department. We will continue to charge the owner \$45 for a cat or pit bull surgery and \$65 for animals under 50 pounds. These fees include costs for vaccines.

Thank you for your time.

Stephanie Joos



ILLINOIS

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

Agreement between The Board of Trustees of the University of Illinois and Champaign County Animal Control

This agreement (“Agreement”) is between the **Board of Trustees of the University of Illinois** (“Illinois”), a body corporate and politic of the State of Illinois, on behalf of its College of Veterinary Medicine’s Shelter Medicine Program on the Urbana-Champaign campus, and **Champaign County Animal Control** (“Site”).

Background

The mission of the Shelter Medicine Program at Illinois is to reduce animal overpopulation and to improve the health and well-being of animals in shelters through the advancement of the discipline of shelter medicine among veterinarians and veterinary students;

The Shelter Medicine Program at Illinois engages students during all four years of the veterinary degree program with students performing surgeries under the supervision of Illinois faculty and house officers;

Site desires to engage the expertise of Illinois to perform certain services, and Illinois has determined that performing the services will promote one or more of the University’s missions of public service, research, teaching and economic development.

Scope of Services

- A. Services to be performed by Illinois.** Illinois shall perform the following “Services:”
- Provide sterilization services for shelter animals and animals from low-income households.
 - Address any complications that occur during sterilization surgery or the immediate post-operative period.
 - Provide direction to Site regarding aftercare of sterilized animals.
 - Provide assistance with other shelter medicine related matters, as appropriate, if time allows.
- B. Responsibilities and activities of Site.** Site shall complete the following activities:
- Provide a location to park mobile trailer unit with access to a 220V 50A shore power connection.
 - Schedule shelter animals and those from low-income households for sterilization according to the point system described in Attachment A.
 - Ensure low-income animal owners have signed the necessary consent forms.
 - Provide a staging area for animals prior to surgery and for post-operative recovery.
 - Discharge animals from low-income households and ensure that owners receive proper post-operative recovery instruction forms.
 - Collect fees from owners of animals from low-income households.

- C. **Discrepancies and Omissions.** If there are any discrepancies or omissions regarding the scope of Services, Illinois will obtain written clarification from Site before providing the services at issue.

Term and Termination

- A. **Term.** The term of this Agreement shall be from [start date] or from the date last signed below through August 31, 2018 or twelve (12) months from the date last signed.
- B. **Renewal Options.** The parties may renew this Agreement only by written amendment. The term, including all renewals, shall not exceed five (5) years. The parties may adjust compensation rates at the time of renewal.
- C. **Termination for Cause.** A party that defaults in performance or commits a material breach of this Agreement (“Defaulting Party”) shall have ten (10) days to cure the default or breach after receiving notice from the other party. The other party may terminate this Agreement without further notice if the Defaulting Party fails to cure the breach within the prescribed period, or within an agreed period of time.
- D. **Termination for Convenience.** Either party may terminate this Agreement for convenience upon thirty (30) days’ prior written notice to the other party.
- E. **Effect of Early Termination.** In the event of early termination of this Agreement, Site shall pay Illinois for Services performed to the date of termination and reimburse Illinois for the cost of all non-cancellable obligations made on Site’s behalf.

Compensation

- A. **Rate of Compensation.** Site shall pay Illinois compensation in the amount of twenty-five dollars (\$25) per sterilization.
- B. **Payment Schedule.** Site shall pay Illinois within thirty (30) days after receipt of invoice.
- C. **Suspension of Services.** Illinois may suspend performance of Services with five (5) days’ written notice of Site’s failure to make timely payments. Illinois will resume performance upon Site’s payment of all monies owed to Illinois, provided that Site is not otherwise in default of its obligations under this Agreement.

Liability

- A. **DISCLAIMER.** Illinois makes no representations, and disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purposes and non-infringement, regarding all services, goods and facilities furnished to Site under this Agreement.
- B. **Limitation of Liability.** Illinois shall not be liable to Site for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if Illinois had been advised of the possibility of such damages. Illinois’ liability to Site for

breach of contract damages shall not exceed the amount of compensation actually paid by Site for Services performed.

- C. **Indemnification.** Site shall indemnify Illinois and its trustees, students, employees and agents from all losses and liabilities (including fines, costs, expenses and attorney fees) arising from the negligence, breaches or misconduct of Site in connection with this Agreement and the Services provided hereunder.

Insurance

- A. During all times relevant to this Agreement, each party shall maintain professional (if applicable) and general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim and \$3 million aggregate, and shall furnish the other party with evidence of such insurance upon request.

General Provisions

- A. **Force Majeure.** A party is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- B. **Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture or agency relation between them.
- C. **Use of Name.** Site shall not use Illinois' name or protected marks for any commercial purpose without Illinois' advance written consent.
- D. **Headings.** Headings in this Agreement are intended only to assist with readability and are not substantive.
- E. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.
- F. **Assignment.** Neither party may assign its obligations under this Agreement without prior written consent of the other party.
- G. **Amendments.** No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.
- H. **Compliance with Laws.** Each party shall perform its obligations in compliance with all relevant laws governing its performance. Breach of this provision is a material breach of this Agreement.

- I. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not waive the party's right to later enforce the provision or the Agreement.
- J. **Non-Exclusivity.** This Agreement is non-exclusive.
- K. **Counterparts/Facsimile Signatures.** This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- L. **Notices.** To be effective, all notices required by this Agreement must be sent either by: prepaid registered or certified mail with return-receipt requested; hand-delivery; or prepaid commercial courier. Notices are effective upon receipt if sent as required to the following addressees:

University Representative
 Cynthia Dillman
 2001 South Lincoln Ave
 Urbana, IL 61802
 217-333-0353

Client Representative
 Dr. Susan Norris
 Champaign County Animal Control
 210 Art Bartell Road
 Urbana, IL 61802
 217-384-3798

- M. **Choice of Law.** This Agreement shall be interpreted by application of Illinois law without regard to its conflict of law provisions.
- N. **Integration.** This Agreement with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.
- O. **Authorized Signatories.** The individuals signing this Agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

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

By: _____
 Avijit Ghosh, Interim Comptroller Date

Champaign County Animal Control:

By: _____
 Date

Printed Name: _____

Title: _____

Approved as to Legal Form by the Office of University Counsel LTI 12/3/15
 Changes to template require University Counsel and OBFS approval

ATTACHMENT A
SCHEDULING OF SERVICES

Site will schedule Services according to the specifications below:

- **Animals must be 60lbs or lower due to the size of the tables in the mobile unit.**

- **Each visit can be scheduled according to a point schedule of 40-45 points per visit. With permission of the faculty member in charge, the shelter can schedule up to 50 points.**
 - **Female dogs – 5 points**
 - **Male dogs – 3 points**
 - **Female cats – 3 points**
 - **Male cats – 1 point**
 - **Conditions such as cryptorchidism, pregnancy, pyometra, or umbilical hernia add 3 points to each individual case**



Mark Shelden

Recorder of Deeds

To: Champaign County Board
From: Mark Shelden
September 14, 2017

House Bill 3036 has been signed by the Governor and is now Public Act 100-271. It is known as the Predictable Recording Fee bill.

Currently, recording fees are calculate on a two-tier system. There is a base rate for the first four pages of a document and then an additional one dollar per page charge after that. Plats have a higher base rate and an additional page fee that starts after the first page.

Mortgage documents are the most expensive because they generally have over ten pages. Mortgage documents also tend to have additional pages inserted at different times in the course of the transaction. For example, a lender may cross out the legal description within the document and insert a page at the end or add a rider related to an interest rate. Because of this, it can be hard for the people involved in the transaction to accurately predict the fees at the time they are preparing the mortgage documents.

This has always been an issue but it is now further complicated by the Consumer Financial Protection Bureau which is requiring that the fees being charged be presented to the mortgagor at least 72 hours before the transaction is completed.

The Recorders in Illinois worked with the Illinois Land Title Association and others to pass legislation to allow for a flat fee that won't change with additional pages being added. The law recognizes that the additional page charges are a source of revenue for the county and so Recorders were allowed to do an analysis of the last three years' revenue that would essentially hold the county harmless.

I've attached my analysis of the average costs for documents and plats for the last three years. Based on the analysis, I'm recommending that our recording fee go up by \$3 and our plat fee go up by \$12.

The legislation requires the new fees be posted in my office at least two weeks prior to the County Board passing it. I intend to post this next week and would like this placed on the October agenda so that the new fee will take effect on January 1, 2018.

I am available for questions or comments now and at the meeting.

Public Act 100-271 requires Recorders to adopt a predictable fee schedule that eliminates the charge for additional pages. This schedule of predictable fees is being presented to the County Board for passage in October with an effective date for the new fees of January 1, 2018.

	Current Fees		New Predicable Fee	
Documents	Recording Fee	30	Recording Fee	33
	Automation Fee	3	Automation Fee	3
	Rental Housing Fee	10	Rental Housing Fee	10
	GIS Fee	15	GIS Fee	15
	Total Base Fee	58	Total Base Fee	61
	Additional Page Fee After 4 pages	1	Additional Page Fee After 4 pages	0
Plats	Plat Fee	68	Plat Fee	80
	Automation Fee	3	Automation Fee	3
	Rental Housing Fee	10	Rental Housing Fee	10
	GIS Fee	15	GIS Fee	15
	Total Base Fee	96	Total Base Fee	108
	Additional Page Fee After 1 pages	1	Additional Page Fee After 1 pages	0

Government bodies will continue to be exempt from the Rental Housing Fee. UCCs, federal tax liens, and other documents that have costs different than the current \$58 fee will remain at their current fee. The rate for nonstandard documents will also go up by \$3 and the page charge for those will also be eliminated.

Average Plat Fee	
Cost	\$ 79.68
Plats Recorded	121
Total Cost	9641

Base Plat Fee

1/13/2014 PLAT	84
1/13/2014 REPLAT	70
1/30/2014 PLAT	72
1/30/2014 PLAT	75
1/31/2014 PLAT	92
2/20/2014 SURVEY	68
2/21/2014 PLAT	76
2/27/2014 AMEND/CORRECT PLAT	83
3/25/2014 PLAT	73
4/7/2014 PLAT	77
4/28/2014 PLAT	73
5/12/2014 PLAT	75
5/15/2014 PLAT	71
5/15/2014 PLAT	71
5/15/2014 REPLAT	78
6/10/2014 PLAT	73
6/10/2014 PLAT	73
6/10/2014 PLAT	73
6/10/2014 PLAT	73
6/17/2014 PLAT	77
6/26/2014 PLAT	110
7/7/2014 PLAT	96
7/9/2014 PLAT	80
7/10/2014 PLAT	79
7/15/2014 PLAT	80
7/16/2014 PLAT	74
7/17/2014 REPLAT	77
7/21/2014 PLAT	71
8/12/2014 PLAT	72
8/13/2014 PLAT	70
8/18/2014 PLAT	78
8/25/2014 PLAT	86
8/28/2014 PLAT	73
8/29/2014 PLAT	75
9/8/2014 PLAT	75
9/15/2014 PLAT	70
9/17/2014 PLAT	75
9/18/2014 PLAT	72
9/18/2014 PLAT	78
10/14/2014 CONDOMINIUM	85

11/4/2014 PLAT	92
12/15/2014 PLAT	87
12/15/2014 PLAT	89
12/22/2014 PLAT	88
12/29/2014 CONDOMINIUM	75
1/9/2015 PLAT	83
1/16/2015 PLAT	77
1/16/2015 PLAT	73
2/6/2015 PLAT	78
2/6/2015 PLAT	95
2/11/2015 PLAT	74
2/11/2015 RERECORDED PLAT	91
2/17/2015 PLAT	74
3/12/2015 PLAT	81
3/12/2015 PLAT	105
3/19/2015 PLAT	84
3/25/2015 PLAT	81
4/16/2015 REPLAT	78
4/27/2015 REPLAT	73
5/5/2015 PLAT	83
5/18/2015 PLAT	84
6/25/2015 PLAT	94
7/7/2015 PLAT	92
7/24/2015 REPLAT	73
8/6/2015 PLAT	77
8/7/2015 PLAT	69
8/20/2015 REPLAT	83
8/28/2015 PLAT	73
9/1/2015 REPLAT	81
9/1/2015 PLAT	75
9/29/2015 PLAT	75
10/5/2015 PLAT	89
10/29/2015 PLAT	77
11/20/2015 REPLAT	81
11/25/2015 PLAT	97
11/25/2015 PLAT	75
11/25/2015 PLAT	75
11/30/2015 PLAT	80
12/2/2015 REPLAT	81
12/3/2015 PLAT	93
12/8/2015 CONDOMINIUM	75
12/23/2015 PLAT	85
12/23/2015 SURVEY	81
12/30/2015 PLAT	77
1/15/2016 CONDOMINIUM	97
1/28/2016 REPLAT	77
2/3/2016 PLAT	87

2/17/2016 PLAT	69
2/23/2016 PLAT	75
2/29/2016 REPLAT	77
3/14/2016 PLAT	94
3/14/2016 REPLAT	74
3/22/2016 SURVEY	68
3/24/2016 REPLAT	74
4/20/2016 PLAT	79
4/22/2016 PLAT	76
4/28/2016 PLAT	79
5/11/2016 PLAT	75
5/16/2016 PLAT	81
5/23/2016 PLAT	78
6/23/2016 REPLAT	81
6/30/2016 PLAT	99
7/8/2016 REPLAT	84
7/19/2016 PLAT	75
7/27/2016 REPLAT	75
8/5/2016 PLAT	90
8/12/2016 CONDOMINIUM	72
8/30/2016 PLAT	88
9/9/2016 PLAT	80
9/28/2016 PLAT	81
9/30/2016 PLAT	80
10/5/2016 PLAT	77
10/11/2016 PLAT	74
10/12/2016 PLAT	91
10/25/2016 PLAT	90
11/16/2016 PLAT	74
12/14/2016 PLAT	78
12/14/2016 PLAT	74
12/19/2016 PLAT	82
12/27/2016 PLAT	77
12/28/2016 PLAT	73

2014

**Average Fee
Paid**

\$ 32.85

	Documents Filed	Recording Fees Received	Average Fee For Doc Type
Total Documents		697041	
AFFIDAVIT (DISCLAIMER)	99	3090	31.21
AGREEMENT	87	3178	36.53
ARTICLES INCORPORATION	6	182	30.33
ASSESSMENT ROLL	2	83	41.50
ASSIGN GROUND LEASE/SUBLEASE	4	125	31.25
ASSIGNMENT	959	28986	30.23
CEMETERY/MAUSOLEUM	24	720	30.00
CERTIFICATE OF RELEASE	10	301	30.10
CERTIFICATE OF SALE	7	210	30.00
CHILD SUPPORT LIEN	1	30	30.00
CORPORATE DEED	191	5734	30.02
CORRECTIVE MORTGAGE	6	233	38.83
COVENANTS	13	502	38.62
DEED	19	592	31.16
DISSOLUTION CORPORATE	3	93	31.00
EASEMENT	298	9219	30.94
EXT (MOD) AGREEMENT	670	20556	30.68
FOREIGN DOCUMENT	7	245	35.00
JUDGES DEED	6	180	30.00
LEASES	33	1035	31.36
MEMO OF JUDGMENT	14	422	30.14
MISC LIENS	11	340	30.91
MORTGAGE	6265	245196	39.14
NO FURTHER REMEDIATION LETTER	9	333	37.00
NOTICE	5	162	32.40
NOTICE FORECLOSURE	101	3030	30.00
ORDERS	12	364	30.33
ORDINANCE	90	3177	35.30
OTHER DEEDS	57	1729	30.33
PARTIAL RELEASE	265	7951	30.00
PARTIAL RELEASE OF JUDGMENT	2	60	30.00
POWER OF ATTORNEY	283	8970	31.70
QUIT CLAIM DEED	849	25521	30.06
REL MISC LIENS	10	300	30.00
REL OF LIS PENDENS	3	90	30.00
RELEASE	6002	180045	30.00
RELEASE CHILD SUPPORT LIEN	4	120	30.00
RELEASE EASEMENT	8	245	30.63
RELEASE ESTATES INTEREST	19	574	30.21
RELEASE FEDERAL TAX	1	30	30.00

RELEASE JUNK & DEBRIS	21	630	30.00
RELEASE MEMO JUDGMENT	78	2340	30.00
RELEASE MOBILE HOME	1	30	30.00
RELEASE OF LIEN	11	332	30.18
RELEASE OF LIS PENDENS	2	60	30.00
RELEASE SANITARY LIEN	18	540	30.00
RELEASE WATER LIEN	4	120	30.00
RELEASE WEED LIEN	94	2820	30.00
RERECORD MTG/CORRECT	137	5298	38.67
RERECORD SUBORD AGREE	1	30	30.00
RERECORDED DEED	44	1250	28.41
RERECORDED EASEMENT	19	608	32.00
SHERIFFS DEED	176	5282	30.01
SUBORDINATE AGREEMENT	168	5023	29.90
SURVEY	38	1198	31.53
TRUSTEES DEED	450	13174	29.28
WARRANTY DEED	3502	104293	29.78
WATER LIEN	2	60	30.00

2015

**Average Fee
Paid \$ 33.01**

	Documents Filed	Recording Fees Received	Average Fee For Doc Type
		710135	
ADMINISTRATORS DEED	28	840	30.00
AFFIDAVIT (DISCLAIMER)	123	3868	31.45
AGREEMENT	75	2529	33.72
ASSESSMENT ROLL	4	286	71.50
ASSIGNMENT	962	29163	30.31
CEMETERY/MAUSOLEUM	17	510	30.00
CERTIFICATE OF SALE	9	270	30.00
CORPORATE DEED	118	3541	30.01
CORRECTED DEED	21	634	30.19
CORRECTED LIEN	2	60	30.00
CORRECTIVE MORTGAGE	7	268	38.29
DEED	24	728	30.33
DEPT OF JUSTICE LIEN	6	180	30.00
EASEMENT	127	4032	31.75
JUDGES DEED	6	180	30.00
JUDGMENT	5	155	31.00
MECHANIC LIEN	48	1464	30.50
MEMO OF JUDGMENT	168	4825	28.72
MORTGAGE	6613	260497	39.39
NOTICE	25	762	30.48
NOTICE FORECLOSURE	84	2520	30.00
ORDERS	12	373	31.08
OTHER ARTICLES	2	79	39.50
PARTIAL RELEASE	297	8894	29.95
POWER OF ATTORNEY	264	8456	32.03
QUIT CLAIM DEED	831	24915	29.98
REL MISC LIENS	17	511	30.06
RELEASE	6766	202773	29.97
RELEASE ESTATE TAX	5	75	15.00
RELEASE MEMO JUDGMENT	80	2357	29.46
RELEASE NOTICE	2	60	30.00
RELEASE OF LIEN	8	240	30.00
RELEASE SANITARY LIEN	14	420	30.00
RELEASE SEWER LIEN	3	90	30.00
RERECORD MTG/CORRECT	144	5846	40.60
RERECORDED DEED	53	1583	29.87
RIGHT OF WAY	32	884	27.63
SHERIFFS DEED	170	5100	30.00
SUBORDINATE AGREEMENT	153	4761	31.12
SURVEY	54	1707	31.61

TAX DEED	28	625	22.32
TRUSTEES DEED	414	12374	29.89
WARRANTY DEED	3689	110610	29.98
WATER LIEN	3	90	30.00

2016

	Average Fee Paid	\$ 33.11	
	Documents Filed	Recording Fees Received	Average Fee For Doc Type
		763154	
ADMINISTRATORS DEED	26	780	30.00
AFFIDAVIT (DISCLAIMER)	117	3547	30.32
AGREEMENT	117	4164	35.59
AMEND ASSIGNMENT	1	30	30.00
ASSIGNMENT	812	24456	30.12
CEMETERY/MAUSOLEUM	19	570	30.00
CERTIFICATE OF RELEASE	21	630	30.00
CERTIFICATE OF SALE	5	150	30.00
CORPORATE DEED	148	4442	30.01
CORRECTED DEED	30	924	30.80
CORRECTED RELEASE	2	61	30.50
DEED	18	552	30.67
DEPT OF JUSTICE LIEN	6	180	30.00
EASEMENT	303	9586	31.64
EXECUTORS DEED	104	3122	30.02
EXT (MOD) AGREEMENT	589	18065	30.67
JUDGES DEED	9	279	31.00
JUDGMENT	6	180	30.00
MEMO OF JUDGMENT	145	4212	29.05
MISC LIENS	6	180	30.00
MORTGAGE	6988	278103	39.80
NO FURTHER REMEDIATION LETTER	2	79	39.50
NOTICE	16	507	31.69
NOTICE FORECLOSURE	64	1920	30.00
OTHER ARTICLES	3	92	30.67
OTHER DEEDS	67	2055	30.67
PARTIAL RELEASE OF JUDGMENT	5	162	32.40
POWER OF ATTORNEY	288	9260	32.15
PROMISSORY NOTE	2	60	30.00
QUIT CLAIM DEED	800	24090	30.11
REL FORECLOSURE/LIS PE	3	90	30.00
REL MISC LIENS	27	817	30.26
REL OF LIS PENDENS	5	102	20.40
RELEASE	7149	214320	29.98
RELEASE AGREEMENT	6	180	30.00
RELEASE ESTATES INTEREST	11	330	30.00
RELEASE MEMO JUDGMENT	55	1650	30.00
RELEASE OF LIEN	11	330	30.00
RELEASE UNEMPLOYMENT	7	210	30.00
RERECORD MTG/CORRECT	97	3970	40.93

RERECORDED DEED	38	1161	30.55
SHERIFFS DEED	126	3684	29.24
SUBORDINATE AGREEMENT	162	4909	30.30
TRUSTEES DEED	450	13487	29.97
WARRANTY DEED	3928	117886	30.01
WEED LIEN	253	7590	30.00

Champaign County
General Corporate Fund FY2017 Revenue Report

FY2017 - September	FY2016 Actual	FY2017 Budget	FY2017 Projected	Budget Variance	
Local Taxes					
Property Taxes	\$10,413,681	\$11,327,775	\$10,794,626	-\$533,149	-4.7% 1
Back Taxes	\$5,962	\$5,000	\$6,000	\$1,000	20.0%
Mobile Home Tax	\$9,020	\$8,500	\$9,000	\$500	5.9%
Payment in Lieu of Tax	\$7,114	\$6,000	\$7,000	\$1,000	16.7%
Hotel Motel Tax	\$23,268	\$28,000	\$22,256	-\$5,744	-20.5%
Auto Rental Tax	\$32,165	\$30,000	\$31,027	\$1,027	3.4%
Penalties on Taxes	\$647,557	\$634,000	\$654,988	\$20,988	3.3%
Licenses & Permits					
Business Licenses & Permits	\$32,411	\$36,500	\$25,888	-\$10,612	-29.1%
Non-Business Licenses & Permits	\$1,578,398	\$1,428,110	\$1,530,420	\$102,310	7.2%
Grants					
Federal Grants	\$445,643	\$455,279	\$424,606	-\$30,673	-6.7%
State Grants	\$195,791	\$182,552	\$180,005	-\$2,547	-1.4%
State Shared Revenue					
Corporate Personal Property Repl. Tax	\$806,043	\$798,271	\$935,267	\$136,996	17.2% 2
1% Sales Tax	\$1,146,921	\$1,100,900	\$1,353,955	\$253,055	23.0%
1/4% Sales Tax	\$5,473,500	\$5,582,500	\$5,549,397	-\$33,103	-0.6%
Use Tax	\$769,750	\$814,289	\$813,724	-\$565	-0.1%
State Reimbursement	\$1,153,238	\$1,946,106	\$1,938,106	-\$8,000	-0.4% 3
State Salary Reimbursement	\$304,157	\$307,682	\$307,682	\$0	0.0%
State Revenue Salary Stipends	\$45,500	\$45,500	\$48,500	\$3,000	6.6%
Income Tax	\$3,139,832	\$3,354,520	\$3,261,556	-\$92,964	-2.8% 2
Charitable Games License/Tax	\$69,886	\$77,000	\$70,315	-\$6,685	-8.7%
Off-Track Betting	\$3,117	\$0	\$0	\$0	
Local Gov. Revenue & Reimbursement					
Local Government Revenue	\$747,420	\$666,784	\$725,797	\$59,013	8.9%
Local Government Reimbursement	\$618,872	\$611,740	\$611,740	\$0	0.0%
Fees, Fines & Forfeitures					
General Government - Fees	\$4,094,088	\$4,004,888	\$3,774,380	-\$330,032	-8.0% 4
Fines (Bond Forfeitures, DUI Fines, Traffic)	\$718,778	\$924,000	\$889,784	-\$330,249	-36.0% 4
Forfeitures	\$9,361	\$13,500	\$20,199	\$6,699	49.6%
Miscellaneous Revenue					
Interest Earnings	\$17,456	\$8,950	\$21,035	\$12,085	135.0%
Rents & Royalties	\$847,889	\$1,080,000	\$998,628	-\$290,372	-8.8% 5
Gifts & Donations	\$23,260	\$13,800	\$13,800	\$0	0.0%
Sale of Fixed Assets	\$2,650	\$0	\$0	\$0	
Miscellaneous Revenue	\$635,111	\$115,115	\$129,973	\$14,858	12.9%
Interfund/Interdepartment					
Interfund Transfers	\$684,195	\$700,710	\$700,710	\$0	0.0%
Interfund Reimbursements	\$181,688	\$365,914	\$78,244	-\$292,670	-80.0% 6
Interdepartment Revenue	\$1,480	\$1,027	\$1,027	\$0	0.0%
TOTAL	\$34,830,142	\$36,781,407	\$35,625,574	-\$1,155,833	-3.1%

1 - County will not receive additional budgeted property tax revenue associated with the hospital property tax exemption case.

2 - IDOR will NOT seek to recapture overpaid CPPRT funds. County received 2 Income tax distributions in September.

3 - The County has been reimbursed through November 2016.

4 - Fees and Fines are over budgeted and reflect declines in fiscal year-to-date revenues.

5 - Loss of revenue due to reduced leased square footage because of mold cont. Slight offset from cable TV revenue growth.

6 - Debt Service Reimbursement from the Nursing Home is not anticipated to occur in FY2017.

Champaign County
General Corporate Fund FY2017 Expenditure Report

FY2017 - September	FY2016 Actual	FY2017 Budget	FY2017 Projected	Budget Variance	
Personnel					
Regular Salaries & Wages	\$15,103,656	\$ 15,154,796	\$15,218,354	\$63,558	0.6%
SLEP Salaries	\$6,460,079	\$ 6,538,611	\$6,527,326	-\$11,285	-0.2%
SLEP Overtime	\$356,902	\$ 493,220	\$493,220	\$0	0.0%
Fringe Benefits	\$2,845,321	\$ 3,268,464	\$3,091,828	-\$176,636	-7.6%
Total Personnel	\$24,765,958	\$ 25,455,091	\$25,330,728	-\$124,363	-0.7%
Commodities					
Postage	\$211,387	\$ 245,891	\$221,222	-\$24,669	-14.7%
Purchase Document Stamps	\$960,000	\$ 884,000	\$933,800	\$49,800	6.9%
Gasoline & Oil	\$139,110	\$ 190,685	\$157,132	-\$33,553	-32.6%
All Other Commodities	\$792,745	\$ 727,862	\$727,862	\$0	0.0%
Total Commodities	\$2,103,242	\$ 2,048,438	\$2,040,016	-\$8,422	-0.7%
Services					
Gas Service	\$245,308	\$ 386,011	\$254,013	-\$131,998	-34.2%
Electric Service	\$839,308	\$ 830,000	\$839,308	\$9,308	1.1%
Medical Services	\$855,365	\$ 864,318	\$864,318	\$0	0.0%
All Other Services	\$4,875,577	\$ 5,221,218	\$4,928,218	-\$293,000	-5.6%
Total Services	\$6,815,558	\$ 7,301,547	\$6,885,857	-\$415,690	-5.7%
Capital					
Vehicles	\$171,373	\$ 145,000	\$158,875	\$13,875	9.6%
All Other Capital	\$94,162	\$ 127,500	\$177,500	\$50,000	39.2%
Transfers					
To Capital Improvement Fund	\$818,272	\$ 742,180	\$742,180	\$0	0.0%
To All Other Funds	\$231,940	\$ 123,250	\$163,250	\$40,000	32.5%
Interdepartment	\$1,480	\$ -	\$1,000	\$1,000	
Debt Repayment					
	\$497,646	\$ 477,060	\$477,060	\$0	0.0%
TOTAL	\$35,499,631	\$36,420,066	\$35,976,465	-\$443,601	-1.2%

**Champaign County
General Corporate Fund FY2017 Summary**

*FY2017 Budgeted Revenue includes an additional \$511,341 associated with preparing the property tax levy to capture new growth associated with a potential ruling in the hospital property tax exemption case. It was determined in March 2017 that the county would not received any additional property tax revenue in FY2017.

<i>FY2016 adjusted Fund Balance based on the Auditor's Fund Balance report.</i>		
FUND BALANCE 12/31/16	\$4,478,007	
Beginning Fund Balance % OF BUDGET	12.3%	
	<i>Budgeted</i>	<i>Actual</i>
FY2017 REVENUE	\$36,781,407 *	\$35,625,574
FY2017 EXPENDITURE	<u>\$36,420,066</u>	<u>\$35,976,465</u>
Revenue to Expenditure Difference	\$361,341	-\$350,891
FUND BALANCE PROJECTION - 12/31/17	\$4,839,348	\$4,127,116
% OF 2017 Expenditure Budget	13.3%	11.5%

As of 9/7/17 the Nursing Home has borrowed \$576,802 from the County. The loans have no impact on the County's Fund Balance unless they are unpaid at which time they will be recorded as an expenditure in the General Fund. The impact to the Fund Balance if the loans are unpaid is reflected here:

\$ **3,665,314**
10.2%

**GENERAL CORPORATE FUND
FY2017 BUDGET CHANGE REPORT**

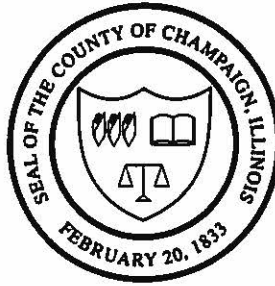
FY2017 Original General Corporate Fund Budget	FY17 Budgeted Exp	FY17 Budgeted Rev	Difference
	\$ 36,420,066	\$ 36,781,407	\$ 361,341

BUDGET CHANGES

Department & Description	Expenditure Changes	Revenue Changes	Difference
ADA Compliance Re-encumber ADA funds	\$ 74,828	\$ -	\$ (74,828)
Sheriff Body Camera Donation	\$ 6,000	\$ 6,000	\$ -
Coroner Re-encumber FY2016 Grant Funds	\$ 4,787	\$ -	\$ (4,787)
Sheriff E-9 Training Donation	\$ 500	\$ 500	\$ -
General County Remove levied Property Tax Revenue (Hospital case)	\$ -	\$ (511,341)	\$ (511,341)
Circuit Court Foreclosure Mediation Transfer	\$ 84,410	\$ -	\$ (84,410)
Sheriff U of Illinois Event Coverage	\$ 16,864	\$ 16,864	\$ -
IT Internet Sharing Agreement	\$ 4,786	\$ 4,786	\$ -
			\$ -
			\$ -
TOTAL CHANGES	\$ 141,320	\$ (483,491)	\$ (624,811)

General Corporate Fund Budget as of 12/31/17	Current Budgeted Exp	Current Budgeted Rev	Difference
	\$ 36,561,386	\$ 36,297,916	\$ (263,470)
% of Increase/Decrease	0.4%	-1.3%	

Changes Attributable to One-Time Factors	\$ 186,534	\$ (488,277)	\$ (624,811)
Changes Attributable to Recurring Costs	\$ 4,786	\$ 4,786	\$ -



OFFICE OF THE
COUNTY ADMINISTRATOR

4 October 2017

MEMORANDUM

TO: Mrs. Diane Michaels, Vice Chair-Finance; and
Honorable Members of the Champaign County Board

FR: Rick Snider, County Administrator

RE: Supplemental Information Regarding the Fiscal Year 2018 Budget

During the Special Finance Committee of the Whole Meeting in September, some questions were raised regarding Champaign County Nursing Home (CCNH) budget option "B" that contemplate a sale or transfer of the operation in the first half of FY2018. In the event that a sale is not concluded or if there are no bidders on the home, it would require additional decisions and budget amendments by the county board to achieve a fiscally responsible plan.

If the Board were to choose at this time to forego the option of a sale, then the FY2018 budget must incorporate those decisions on General Fund expenditure reductions now. It will require a special meeting to discuss and select those options available to the County Board to establish a balanced budget and a feasible plan to avoid further unexpected loan demands as well as reduce the nursing home obligations to vendors.

The following narrative discusses what those obligations are, and why it is necessary to consider those if the board chooses to foreclose the option of a sale at this time.

RECOVERY PLAN AND ASSUMPTIONS

Developing a budget or a plan for the future requires the acceptance of assumptions. It is not possible to establish with 100% certainty for the coming year what our revenues, expenditures, or operating environment will be. Predictions beyond twelve months are significantly more speculative, particularly in view of the discord within the Illinois General Assembly and its impact on county finances. Therefore, we will focus on expected financial demands for FY2018.

In prior discussions with the Board, I have forwarded scenarios that consider the potential actions that can be taken with respect to the future of CCNH. These scenarios included a recovery scenario that relied on additional revenue generated through the increase of the CCNH operating levy. The property tax levy would have yielded on the order of \$2.4 million additional funds each year.

Although this levy was rejected by voters, this scenario is useful in that it outlines the approximate cash required to sustain CCNH, and the timeline for recovery with the County retaining ownership of the home. This scenario envisioned a recovery period of three years to pay down the home's obligations before having the ability to fund capital demands (estimated at \$6-8 million over the next

ten years) and establish a \$2-3 million fund balance to help CCNH weather future challenges with state funding or potential changes to the federal Medicaid program.

Additionally, pursuant to the request of the Finance Chair, I have engaged SAK Management to develop a scenario to achieve a cash-positive status at CCNH. In their analysis, they project that a reasonable recovery period will also take at least three years (FY2021) with a much larger census generating a \$2 million surplus to payoff debts, satisfy depreciation needs, and establish an adequate enterprise fund balance.

In consideration of these two plans, I will be using a three-year baseline to determine the twelve-month cash needs beginning in FY2018.

ACCOUNTS PAYABLE

For several years and in particular, over the past eighteen months, the nursing home has struggled with maintaining census and an inability to pay its vendors as agreed. At the present time, the total outstanding accounts payable more than sixty days old is approximately \$3,096,985. Recent economies in operational expenditures through contract changes and personnel reductions by SAK Management have staunched the bleeding and stabilized the outflows of money. However, little progress has been made in reducing the overall obligations of the home.

There are two important components of the accounts payable:

Bills Owed to Vendors. The Auditor has provided monthly reports on the growing accounts payable for CCNH. As of now, they stand at approximately \$2,746,000. In addition, there are now seven primary vendors to the home that are owed over \$100,000.

Since December 2016, the County Administrator, State's Attorney, Auditor, and Treasurer have been engaged in weekly, and sometimes daily, discussions with our vendors to negotiate payment arrangements and provide updates on the financial status of the home. Thus far, we have successfully avoided litigation by implementing payment arrangements and payment plans. However, the inconsistent flows of income from the State of Illinois for Medicaid reimbursements and Intergovernmental Transfer (IGT) funds have made it extremely difficult to predict when money will be available for payments. Furthermore, the decline in census beginning in early 2017 has further impacted the ability of CCNH to pay its bills, thus necessitating two cash advances on the line of credit established by the County Board.

Bills Owed to the County. CCNH owes Champaign County for a number of services delivered to the home. These include vehicle maintenance, information technology charges, auditor services, and facilities services. Other expenses have been paid on behalf of CCNH as part of County operations; For example, the County has paid for the external audit fees charged by CliftonLarsonAllen for the CCNH audit as part of the overall County bill. The total owed to Champaign County in accounts payable exclusive of IMRF and FICA is approximately \$570,000. The non-payment of these obligations by CCNH has a direct impact on the General Fund balance.

IMRF AND FICA OBLIGATIONS

For many years, CCNH has not been able to pay for its required contributions to the Illinois Municipal Retirement Fund or Social Security Fund as current obligations. It has used the tax anticipation warrant as the instrument to finance these costs. The home is a full year behind on making these payments so that the warrant to be issued in December (\$1,076,760 in proceeds) will be used in its entirety to satisfy the outstanding debt owed to Champaign County, which already has forwarded the contributions to the state and federal government. The warrant will be repaid by next year's tax receipts through September 2018. Beginning in January 2018, CCNH will begin accruing debt to the County once again as it defers payment on IMRF and FICA payroll contributions.

COUNTY LOANS

The county has provided several loans to CCNH to cover capital needs and to fund payroll. This includes the \$282,000 boiler loan issued in September 2016 (current outstanding principal is \$226,000), and the initial and extended lines of credit of \$500,000 (current draw is \$350,000). These authorizations included requirements for repayment of the funds by the end of the fiscal year. The repayment of the boiler loan has been pushed to September 2018.

Following consultation with the State's Attorney's Office, I wanted to bring your attention to some concerns about the loans. While the County is within its abilities to execute these loans, much of the basis for doing so rests on county past practice and case law, not Illinois statutes. Such case law indicates that loans are for short-term purposes (i.e. within the fiscal year). The County cannot extend these repayments indefinitely and must either forgive or write off the loans if payment is not forthcoming. Such actions would have an immediate impact on the General Fund balance requiring further steps to restore fund levels.

One recommendation that has been suggested by the Treasurer is that we discontinue the practice of providing assistance to CCNH through loans and instead use budget amendments to appropriate funds. This would more closely match the intent of such assistance and also be within the prerogative of County Board authority. It would also show more transparently the impact of this assistance on the General Fund balance. I concur with this recommendation.

DEBT SERVICE

The County issued debt in the amount of \$4 million to pay for remedial work required at CCNH immediately following its construction. The remedial work was required as the result of poor design and construction decisions. The County's General Fund is the guarantor of the bonds and pays for the debt service that is currently about \$280,000 annually. Around 2011, the nursing home began to reimburse the county for this cost. However, in 2016 CCNH did not have the capacity to make this payment, and is not expected to fulfill the payments due for 2017 and 2018. The current FY2018 budget does include relief for the nursing home on this payment, by shifting revenues in the General Fund to make the required payment to bondholders. However, the measures taken to implement this in the next fiscal year cannot be sustained in future years, so additional reductions in General Fund expenditures will be necessary to make up the loss.

FINANCIAL IMPLICATIONS

In the absence of additional revenues to the County, the financial demands posed by continued operation of the nursing home can only be satisfied through General Fund budget reductions. Even the most optimistic scenario contemplated for nursing home operations shows little ability to pay

down vendor debts, county debt service, or county-paid invoices that are rightly the responsibility of CCNH in FY2018 or FY2019. Based on estimated debt levels, revenue, and assumption of a three-year recovery period, the required budget reduction would be on the order of \$1.3 million for FY2018 and future years. This will necessarily require the implementation of one-time deferrals of capital expenditures and permanent reductions in County staff in General Fund departments beginning in FY2018.

The use of the "loan" mechanism is not likely to remain defensible in the absence of any credible plan of repayment. The most appropriate means for County Board to deal with this is to appropriate the necessary funds through the budget process. Although the loan repayment deferrals may survive legal challenges, it is my opinion that bond ratings agencies will not look favorably upon this practice and will take action accordingly in future reviews of Champaign County debt holdings.

SUMMARY

In summary, adoption of nursing home budget option "B" is the most appropriate choice at this time. If the board desires alternatives, my recommendation is that the budget be adopted as previously directed by the Finance Committee of the Whole, and that a meeting of department heads be separately convened to obtain input on operational reductions that can be implemented with the least disruption to County services. Furthermore, CCNH census progress can be monitored from now through the end of FY2017; this will be an important factor in establishing any additional revenue needs. The current census of 132 is short of the starting census of 144 proposed in the CCNH budget. Failure to achieve that census by January will leave an additional revenue shortfall that will need to be taken into account for budgeting purposes. All of the collected inputs can then be used to formulate a reduction plan and implemented through budget amendments in the first quarter of FY2018.

CHAMPAIGN COUNTY FY2018 SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCES

	*Adjust ed Fund Balance	Fund Balance 12/31/16	FY17 Projected Revenues	FY17 Projected Expenses	Projected Fund Balance 12/31/17	FY18 Budgeted Revenues	FY18 Budgeted Expenses	Projected Fund Balance 12/31/18
General Corporate Fund	112,040	4,478,007	35,985,486	36,197,846	4,265,647	37,259,883	36,775,795	4,749,735
Special Revenue								
Regional Planning Commission	-22,327	431,825	11,980,565	11,815,463	596,927	13,999,124	13,908,283	687,768
Tort Immunity	3	-1,487,024	1,550,008	1,324,958	-1,261,974	1,670,884	1,390,150	-981,240
County Highway	-41,345	990,602	4,103,049	2,515,525	2,578,126	3,844,058	3,843,437	2,578,747
County Bridge	204,873	3,129,641	1,202,468	1,901,000	2,431,109	1,299,145	2,151,000	1,579,254
County Motor Fuel Tax	437,809	5,384,503	3,227,386	4,573,304	4,038,585	2,501,619	1,849,191	4,691,013
Illinois Municipal Retirement (IMRF)	-11	1,104,706	4,317,023	4,313,341	1,108,388	4,611,518	4,611,518	1,108,388
County Public Health	-1	418,621	1,505,212	1,480,640	443,193	1,665,310	1,650,050	458,453
Mental Health	19,870	2,656,306	4,879,699	4,746,080	2,789,925	5,158,555	5,158,555	2,789,925
Animal Control	15,122	175,289	565,454	562,967	177,776	582,807	555,675	204,908
Law Library	0	76,002	91,200	48,000	119,202	91,100	80,000	130,302
Foreclosure Mediation	0	0	50,410	6,500	43,910	16,000	16,000	43,910
MHB/DDB CILA Facilities	5,843	142,437	100,000	85,000	157,437	118,100	94,194	181,343
Highway Federal Aid Match	1	242,696	95,157	0	337,853	102,887	350,000	90,740
Head Start	42,809	2,934,952	8,186,190	9,537,725	1,583,417	8,790,425	8,750,550	1,623,292
Public Safety Sales Tax	-21,467	2,179,349	4,693,863	4,669,078	2,204,134	4,674,440	4,759,440	2,119,134
Geographic Information System (GIS)	0	254,969	350,600	289,808	315,761	330,400	304,114	342,047
Developmental Disability	0	1,776,930	3,726,894	3,703,334	1,800,490	4,010,910	4,010,910	1,800,490
WIA Fund	-4,712	-190,879	2,273,400	2,213,350	-130,829	3,124,125	3,124,125	-130,829
Social Security	-398	664,252	3,108,831	3,111,616	661,467	3,222,112	3,222,112	661,467
USDA Revolving Loan	-1	959,614	210,000	52,500	1,117,114	210,000	53,500	1,273,614
Economic Development Loan	180,001	6,376,037	1,480,000	384,450	7,471,587	110,000	262,000	7,319,587
Working Cash	0	377,714	3,600	3,600	377,714	1,900	1,900	377,714
County Clerk Death Cert. Surcharge	0	0	12,000	12,000	0	12,000	12,000	0
Sheriff Forfeitures	-701	94,826	18,044	9,369	103,501	15,151	26,000	92,652
Court Automation	-1	94,820	300,292	306,269	88,843	309,241	338,071	60,013
Recorder's Automation	17,557	583,364	151,000	218,887	515,477	150,500	253,178	412,799
Child Support Service	12,634	265,394	10,600	139,053	136,941	20,600	98,373	59,168
Probation Services	53,910	1,367,307	467,000	354,108	1,480,199	467,000	644,550	1,302,649

	*Adjust ed Fund Balance	Fund Balance 12/31/16	FY17 Projected Revenues	FY17 Projected Expenses	Projected Fund Balance 12/31/17	FY18 Budgeted Revenues	FY18 Budgeted Expenses	Projected Fund Balance 12/31/18
Tax Sale Automation	-1	43,258	26,365	26,021	43,602	26,375	41,408	28,569
State's Attorney Drug Forfeitures	-1,537	29,063	30,063	17,315	41,811	24,000	18,275	47,536
Property Tax Interest Fee	0	100,000	60,705	60,705	100,000	64,050	64,050	100,000
Election Assistance/Access. Grant	-2	5,204	0	0	5,204	20,000	20,000	5,204
County Historical	-1	8,541	14	0	8,555	12	0	8,567
Circuit Clerk Operations & Admin.	90	139,458	212,060	269,127	82,391	211,650	201,773	92,268
Circuit Clerk e-Ticketing	0	74,505	17,400	71,500	20,405	19,450	20,000	19,855
State's Attorney Automation Fund	-2	10,151	5,618	7,500	8,269	8,000	7,500	8,769
Jail Commissary	2,688	385,266	50,739	147,160	288,845	52,400	300,000	41,245
County Jail Medical Costs	-3	3,258	22,168	22,000	3,426	23,020	23,020	3,426
County Clerk Automation	0	128,175	27,700	18,347	137,528	27,700	130,000	35,228
Court Document Storage	57,603	197,098	232,633	296,449	133,282	241,225	321,590	52,917
Victim Advocacy Grant	0	-4,343	55,775	57,019	-5,587	51,525	51,228	-5,290
Solid Waste Management	-2,521	47,954	40,664	50,953	37,665	44,107	51,350	30,422
Child Advocacy Center	0	39,087	261,220	258,020	42,287	322,930	322,924	42,293
Drug Courts Program	-158	129,264	81,439	81,186	129,517	81,006	77,561	132,962
Total Special Revenue		32,340,192	59,784,508	59,761,227	32,363,473	62,327,361	63,169,555	31,521,279
Debt Service								
2003 Nursing Home Debt Service	4	428,191	1,446,628	1,440,575	434,244	1,440,463	1,440,463	434,244
2007B Highway Fac. Debt Service	0	867	2	869	0	0	0	0
Joint Venture								
GIS Consortium	77	303,689	652,509	679,355	276,843	665,439	658,685	283,597
Capital Projects								
Capital Equipment Replacement	-3,646	1,161,130	963,946	1,043,036	1,082,040	1,825,860	2,446,079	461,821
Court Complex Construction	-16,309	310,622	700	84,062	227,260	250	220,000	7,510
Proprietary/Enterprise								
Nursing Home	14,229	241,828	11,844,567	12,278,403	-192,008	18,154,682	15,205,024	2,757,650
Proprietary/Internal Services								
Self-Funded Insurance	577	4,550,976	2,689,401	2,619,882	4,620,495	2,529,890	2,526,890	4,623,495
Health Insurance	-43,134	514,956	6,658,030	6,757,158	415,828	7,239,720	7,247,600	407,948
Revenue, Expenditure, & Fund Balance Summary								
		44,330,458	120,025,777	120,862,413	43,493,822	131,773,548	129,690,091	45,577,279

*Reconciliation to the FY2016 Comprehensive Annual Financial Report Actual (Budgetary Basis) Fund Balances resulted in the adjustments identified in the column titled "Adjusted Fund Balance." The discrepancies were the result of separate fund balance spreadsheets maintained by Administrative Services and the Auditor's Office.

CHAMPAIGN COUNTY FY2018 CONSOLIDATED BUDGET REPORT

FINANCIAL

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
311	10	CURR PROP TX-GENERAL CORP	\$9,980,773	\$10,905,592	\$10,372,129	\$11,549,743
311	16	CURR PROP TX-LIABILITY INS	\$1,492,550	\$1,603,235	\$1,545,352	\$1,670,884
311	19	CURR PROP TX-DISABILITY BD	\$3,595,174	\$3,834,236	\$3,700,692	\$4,000,110
311	22	CURR PROP TX-CNTY HIGHWAY	\$2,294,820	\$2,462,384	\$2,375,122	\$2,568,058
311	23	CURR PROP TX-CNTY BRIDGE	\$1,150,527	\$1,235,028	\$1,191,368	\$1,288,145
311	24	CURR PROP TX-MENTAL HLTH	\$4,246,055	\$4,593,414	\$4,453,473	\$4,794,340
311	25	CURR PROP TX-IMRF	\$2,879,406	\$2,684,443	\$2,679,625	\$2,714,385
311	27	CURR PROP TX-FED AID MTCH	\$93,284	\$99,723	\$95,157	\$102,887
311	28	CURR PROP TX-SOCIAL SECUR	\$1,610,715	\$1,655,757	\$1,648,122	\$1,664,166
311	29	CURR PROP TX-COOP EXTENSN	\$432,909	\$422,183	\$422,498	\$422,498
311	30	CURR PROP TX-PUB HTH/CNTY	\$494,302	\$564,987	\$502,267	\$562,762
311	31	CURR PROP TX-PUB HLTH/C-U	\$597,114	\$604,837	\$628,200	\$659,535
311	32	CURR PROP TX-NURS HM OPER	\$1,159,938	\$1,250,370	\$1,206,593	\$1,304,606
311	33	CURR PROP TX-NURS HM BOND	\$1,433,062	\$1,440,575	\$1,442,772	\$1,440,463
313	10	RE BACKTAX-GENERAL CORP	\$5,715	\$5,000	\$5,000	\$5,500
313	16	RE BACKTAX-LIABILITY INS	\$879	\$0	\$751	\$0
313	19	RE BACKTAX-DISABILITY BD	\$2,105	\$500	\$500	\$500
313	22	RE BACKTAX-COUNTY HIGHWAY	\$1,352	\$0	\$0	\$0
313	23	RE BACKTAX-COUNTY BRIDGE	\$678	\$0	\$0	\$0
313	24	RE BACKTAX-MENTAL HEALTH	\$2,486	\$500	\$500	\$500
313	25	RE BACKTAX-IMRF	\$1,696	\$0	\$1,500	\$0
313	27	RE BACKTAX-FED AID MATCH	\$55	\$0	\$0	\$0
313	28	RE BACKTAX-SOCIAL SECUR	\$949	\$0	\$1,000	\$0
313	29	RE BACKTAX-COOP EXTENSION	\$247	\$0	\$0	\$0
313	30	RE BACKTAX-PUB HLTH/CNTY	\$291	\$0	\$250	\$0
313	31	RE BACKTAX-PUB HLTH/C-U	\$352	\$0	\$350	\$0
313	32	RE BACKTAX-NURS HOME OPER	\$683	\$0	\$618	\$0
313	33	RE BACKTAX-NURS HOME BOND	\$839	\$0	\$631	\$0
314	10	MOBILE HOME TAX	\$27,426	\$13,500	\$21,528	\$13,700
314	30	MOB HOM TAX-PUB HLTH/CNTY	\$457	\$450	\$450	\$0
314	31	MOB HOM TAX-PUB HLTH/C-U	\$552	\$0	\$550	\$0
315	10	PAYMENT IN LIEU OF TAXES	\$21,122	\$7,700	\$13,717	\$8,200
315	30	PMT IN LIEU-PUB HLTH/CNTY	\$348	\$250	\$250	\$0
315	31	PMT IN LIEU-PUB HLTH/C-U	\$420	\$0	\$400	\$0
318	9	PUB SAFETY 1/4% SALES TAX	\$4,678,090	\$4,750,961	\$4,685,898	\$4,672,140
318	12	COUNTY HOTEL/MOTEL TAX	\$23,268	\$28,000	\$22,000	\$21,500
318	13	COUNTY AUTO RENTAL TAX	\$32,165	\$30,000	\$32,000	\$32,000
319	10	INTEREST-DELINQUENT TAXES	\$623,637	\$610,000	\$610,000	\$615,000
319	11	COSTS - DELINQUENT TAXES	\$23,920	\$24,000	\$24,000	\$24,000
		PROPERTY TAXES	\$36,910,361	\$38,827,625	\$37,685,263	\$40,135,622
321	10	LIQUOR/ENTERTNMNT LICENSE	\$32,411	\$36,500	\$31,500	\$29,500
321	15	FOOD PROTECTION PERMITS	\$101,525	\$102,975	\$102,975	\$95,866

FY2018 Budget
Champaign County, Illinois

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
321	25	WASTE HAULER LICENSE	\$1,550	\$1,700	\$1,700	\$1,700
322	10	MARRIAGE LICENSES	\$75,950	\$80,000	\$80,000	\$80,000
322	15	CIVIL UNION LICENSES	\$210	\$0	\$0	\$0
322	20	REVENUE STAMPS	\$1,446,424	\$1,300,000	\$1,400,000	\$1,400,000
322	30	ANIMAL LICENSES	\$286,741	\$270,000	\$270,000	\$270,000
322	40	ZONING USE PERMITS	\$55,814	\$48,110	\$49,992	\$46,262
322	50	PRIVATE SEWAGE PERMITS	\$18,000	\$13,432	\$13,432	\$13,432
322	51	WELL WATER PERMITS	\$16,605	\$12,560	\$6,000	\$6,000
		LICENSES AND PERMITS	\$2,035,230	\$1,865,277	\$1,955,599	\$1,942,760
331	13	USDA INTMD RELENDING PROG	\$393,750	\$195,000	\$195,000	\$195,000
331	14	HUD-SHELTER PLUS CARE	\$257,942	\$406,500	\$311,500	\$345,000
331	16	HUD-H.O.M.E. INV PRTRNSHP	\$83,359	\$140,000	\$90,000	\$92,000
331	17	DOT-FHWA-HIGHWAY PLANNING	\$529,631	\$715,000	\$440,000	\$460,000
331	18	DOT-FTA-METROPOL PLANNING	\$87,573	\$365,000	\$100,000	\$145,523
331	21	DOT-FTA-FRMLA GRT NON-URB	\$165,439	\$217,000	\$222,000	\$269,000
331	22	DOT-FTA-NEW FREEDOM PROG	\$69,157	\$55,000	\$55,000	\$24,000
331	25	HHS-CHLD SUP ENF TTL IV-D	\$236,611	\$219,921	\$213,921	\$224,147
331	26	USDPH-SUMMER FOOD INSPECT	\$275	\$0	\$0	\$0
331	27	HHS-HEALTHY MARRIAGE GRNT	\$19,653	\$0	\$30,000	\$30,000
331	29	HUD-COMM DEV BLOCK GRANT	\$40,069	\$58,750	\$66,967	\$63,000
331	30	HHS-COMM SERV BLOCK GRANT	\$573,597	\$865,000	\$815,601	\$787,459
331	36	HUD-EMERGENCY SHELTER GRNT	\$99,314	\$85,000	\$50,000	\$94,135
331	37	HOM SEC-EMRG FOOD/SHELTER	\$8,795	\$23,000	\$30,000	\$45,000
331	38	JUST-JUS/MNT HTH CBTN PRG	\$46,604	\$83,135	\$56,762	\$0
331	40	JUSTC-BYRNE FORMULA GRANT	\$28,200	\$33,723	\$33,723	\$33,723
331	44	USDA-CHILD/ADLT CARE FOOD	\$310,006	\$325,000	\$312,000	\$322,500
331	48	HHS-HEAD START PROGRAM	\$5,112,636	\$5,619,000	\$5,235,000	\$5,823,000
331	54	JUSTC-CRIME VICTIM ASSIST	\$94,471	\$94,863	\$130,825	\$166,835
331	55	JUST-INVSTGTM/CHILD ABUSE	\$8,163	\$9,000	\$7,000	\$0
331	58	EPA-PUB WATER SYS SUPRVSN	\$900	\$2,250	\$900	\$2,250
331	69	JUST-ST CRIM ALIEN ASSIST	\$14,708	\$18,500	\$18,500	\$14,500
331	71	HUD-SUPPORTIVE HOUSING	\$34,505	\$32,159	\$33,080	\$34,000
331	73	USDA-NAT SCHL LUNCH/SNACK	\$20,350	\$21,000	\$18,450	\$18,000
331	74	USDA-NAT SCHOOL BREAKFAST	\$11,301	\$12,000	\$10,250	\$10,000
331	80	JUST-JUSTICE ASSISTNC GRT	\$3,991	\$4,000	\$4,137	\$4,000
331	81	DPT ENERGY-WEATHERIZATION	\$295,681	\$280,000	\$240,000	\$300,000
331	82	HHS-HM ENERGY ASSIST PROG	\$1,543,889	\$3,470,000	\$2,755,000	\$3,325,900
331	86	USDA-RURAL COMM DEV INIT	\$14,424	\$35,000	\$35,000	\$1,000
331	87	HOM SEC-HAZARD MITIGATION	\$21,111	\$0	\$0	\$0
331	88	HUD RAPID REHOUS/CC PROG	\$31,518	\$87,000	\$62,000	\$123,904
331	89	HHS-JUVENILE JUSTICE COUN	\$24,310	\$0	\$0	\$0
331	91	HOM SEC-EMRGNCY MGMT PERF	\$79,891	\$52,000	\$72,000	\$52,000
331	93	HHS-PUB HTH EMERG PREPARE	\$67,738	\$66,303	\$66,303	\$63,808
331	94	HHS-MNT HTH SRV FOR CHLDN	\$37,508	\$0	\$0	\$0
331	97	HHS-VOTING ACCESS/DISABLD	\$4,344	\$4,500	\$0	\$0

County Consolidated		2016 Actual	2017 Original	2017 Projected	2018 Budget	
331	99	DOT-HAZRD MATLS TRNG/PLAN	\$3,986	\$11,000	\$11,000	\$11,000
332	22	LABOR-WIA YOUTH ACTIVITIES	\$757,317	\$732,000	\$721,250	\$892,000
332	23	LABOR-WIA ADULT PROGRAM	\$710,379	\$719,000	\$668,750	\$1,042,000
332	24	LABOR-WIA DISLOCATD WORKR	\$841,453	\$789,000	\$750,000	\$987,000
332	25	LABOR-TRADE ADJSTMT ASSIS	\$28,432	\$68,125	\$65,900	\$68,125
334	21	ILOTSB-POLICE TRAINING	\$267,430	\$300,000	\$312,000	\$320,000
334	25	IL ATTY GEN-VICTIM ASSIST	\$31,000	\$28,100	\$28,100	\$28,100
334	29	IL ATTY GEN - CHILD ADVOC	\$20,500	\$20,500	\$20,500	\$20,500
334	30	IL DPT MENT HLTH DD GRANT	\$510,368	\$660,000	\$500,000	\$630,000
334	32	IL DCFS-CHILD CARE	\$19,713	\$25,000	\$25,000	\$25,000
334	34	IDHS-HOMELESS PREVENTION	\$94,854	\$40,000	\$40,000	\$50,000
334	37	IL DPT HUM SRV-CHILD CARE	\$825,495	\$945,000	\$945,000	\$930,000
334	41	IL DPT HLTHCARE & FAM SRV	\$121,892	\$113,527	\$110,980	\$115,395
334	42	IL DP PUB HLTH-GEN RV GRT	\$9,737	\$4,625	\$4,454	\$4,800
334	43	IDPH-HLTH PROTECTION GRNT	\$125,403	\$125,403	\$125,403	\$125,403
334	44	IDPH-VECTOR CONTROL GRANT	\$24,839	\$16,596	\$16,596	\$16,596
334	46	IDPH-TOBACCO FREE COMMNTY	\$29,078	\$31,824	\$31,824	\$105,730
334	48	IDOT STATE CAPITAL GRANT	\$0	\$15,780	\$5,000	\$10,000
334	49	IDOT-COMP REG PLAN-RURAL	\$0	\$18,500	\$37,000	\$37,000
334	50	IDOT-COMP REG PLAN-URBAN	\$0	\$18,500	\$0	\$0
334	52	IDOT-ST PLANNING & RESRCH	\$61,199	\$140,000	\$140,000	\$776,100
334	56	IL ST METRO PLANNING FUND	\$83,293	\$35,000	\$12,000	\$8,500
334	60	IL DPT PUB AID-MEDICAID	\$0	\$3,220	\$3,220	\$9,033
334	62	ISBE-IL SCHL BRKFST/LUNCH	\$162	\$300	\$300	\$300
334	64	IL STBD ED/PRESCH FOR ALL	\$466,440	\$1,210,500	\$1,489,000	\$1,545,000
334	69	DCFS-YTH HOUSING ADVOCACY	\$6,749	\$17,000	\$12,500	\$20,000
334	70	DCFS-HOUSNG ADVOCACY GRNT	\$49,562	\$80,500	\$50,000	\$66,500
334	72	DCFS-PARENTAL RIGHTS ATTY	\$33,000	\$36,000	\$36,000	\$36,000
334	73	DCFS-CHILD ADVOC CTR GRNT	\$71,115	\$81,240	\$81,240	\$81,240
334	80	IL ARTS COUNCIL GRANT	\$0	\$8,370	\$4,195	\$0
334	81	IL ST BD ELECTIONS GRANT	\$0	\$40,000	\$0	\$20,000
334	85	DEPT COMMRC ECON OPPORTUN	\$0	\$0	\$18,550	\$0
334	86	IL DCEO-LIHEAP/WEATHERZTN	\$1,640,003	\$2,100,000	\$2,170,000	\$2,227,000
335	30	CORP PERSNL PROP REPL TAX	\$930,043	\$922,271	\$1,059,267	\$802,424
335	40	1% SALES TAX (UNINCORP.)	\$1,146,921	\$1,100,900	\$1,389,443	\$1,333,337
335	41	1/4% SALES TAX (ALL CNTY)	\$5,473,500	\$5,582,500	\$5,571,278	\$5,638,133
335	43	USE TAX	\$769,750	\$814,289	\$838,444	\$816,052
335	50	MOTOR FUEL TAXES	\$2,603,468	\$2,700,000	\$2,600,000	\$2,413,000
335	54	IDOT-PUBLIC TRANSIT	\$407,270	\$800,000	\$682,000	\$770,000
335	60	STATE REIMBURSEMENT	\$1,190,886	\$2,811,106	\$2,499,246	\$2,184,598
335	61	ILOTSB-POLICE TRNING RMB	\$43,730	\$25,000	\$20,550	\$17,325
335	70	STATE SALARY REIMBURSMENT	\$374,917	\$379,859	\$379,858	\$382,920
335	71	STATE REV-SALARY STIPENDS	\$45,500	\$45,500	\$48,500	\$48,500
335	80	INCOME TAX	\$3,139,832	\$3,354,520	\$3,266,564	\$3,207,336
335	91	CHARITABLE GAMES LIC/TAX	\$69,886	\$77,000	\$69,000	\$60,000
335	93	OFF-TRACK BETTING	\$3,117	\$0	\$0	\$0

County Consolidated		2016 Actual	2017 Original	2017 Projected	2018 Budget	
336	1	CHAMPAIGN CITY	\$473,490	\$494,474	\$500,568	\$429,396
336	2	URBANA CITY	\$189,025	\$161,968	\$179,024	\$193,370
336	3	VILLAGE OF RANTOUL	\$44,677	\$45,726	\$50,698	\$50,832
336	6	UNIVERSITY OF ILLINOIS	\$54,525	\$58,713	\$58,713	\$60,714
336	7	CITY OF DANVILLE	\$12,526	\$13,152	\$13,152	\$13,810
336	8	VERMILLION COUNTY	\$17,479	\$18,353	\$18,353	\$19,271
336	9	CHAMPAIGN COUNTY	\$589,810	\$606,994	\$606,984	\$610,207
336	10	PIATT COUNTY	\$3,520	\$63,696	\$34,696	\$3,881
336	11	CITY OF MONTICELLO	\$1,612	\$1,693	\$1,693	\$1,778
336	12	PARKLAND COLLEGE	\$1,322	\$1,388	\$1,388	\$1,457
336	13	CHAMP COUNTY MENT HLTH BD	\$90,902	\$63,080	\$94,458	\$144,808
336	14	VILLAGE OF SAVOY	\$524,247	\$481,138	\$510,893	\$524,135
336	16	VILLAGE OF MAHOMET	\$175,078	\$165,309	\$184,284	\$182,201
336	17	FARMER CITY	\$700	\$735	\$735	\$772
336	18	VILLAGE OF ST JOSEPH	\$5,826	\$7,010	\$5,483	\$3,754
336	20	CHAMPAIGN PARK DISTRICT	\$11,230	\$0	\$0	\$0
336	23	CHAMP COUNTY DEV DISAB BD	\$453,416	\$454,973	\$444,591	\$482,190
336	24	VILLAGE OF FISHER	\$1,122	\$1,124	\$0	\$0
336	26	VILLAGE OF TOLONO	\$4,111	\$2,055	\$3,132	\$3,132
336	29	CITY OF PAXTON	\$1,387	\$1,456	\$1,456	\$1,529
336	30	GIBSON CITY	\$991	\$1,041	\$1,041	\$1,093
337	20	TOWNSHIP REIMBURSEMENT	\$74,958	\$125,000	\$1,000	\$30,000
337	21	LOCAL GOVT REIMBURSEMENT	\$408,298	\$401,028	\$483,233	\$429,205
337	23	LOC GVT RMB-EVNT SECURITY	\$84,953	\$72,500	\$92,209	\$79,926
337	26	LOC GVT RMB-POSTAGE	\$7,721	\$6,500	\$7,000	\$7,000
337	27	LOC GVT RMB-UTILITIES	\$0	\$0	\$1,200	\$4,800
337	28	JAIL BOOKING-IN FEES	\$64,661	\$64,000	\$64,000	\$64,000
337	29	SCHOOL RESOURCE OFFCR RMB	\$104,602	\$107,740	\$107,740	\$110,000
		FEDERAL, STATE & LOCAL SHARED REVENUE	\$36,805,822	\$44,063,005	\$42,038,555	\$44,404,892
341	8	PROPERTY/LIAB INS BILLING	\$934,660	\$1,282,612	\$1,282,612	\$1,478,080
341	9	WORKERS COMP INS BILLINGS	\$885,850	\$1,222,223	\$1,158,943	\$1,048,810
341	10	COURT FEES AND CHARGES	\$871,378	\$1,005,000	\$862,881	\$897,336
341	11	COURT FEES-MEDICAL COSTS	\$20,888	\$24,300	\$22,150	\$23,000
341	14	ELECTRNC HOME DETENTN PRG	\$71,062	\$71,000	\$82,000	\$75,000
341	17	CHILD SUPPORT FEE	\$21,128	\$60,000	\$10,000	\$20,000
341	18	PROBATION SERVICES FEE	\$400,126	\$500,000	\$425,000	\$425,000
341	19	COURT SECURITY FEE	\$248,631	\$290,000	\$256,738	\$250,000
341	22	TRAINING FEES	\$9,881	\$12,000	\$2,500	\$7,000
341	25	DETAINEE REIMBURSEMENT	\$56	\$0	\$0	\$0
341	27	OUT OF COUNTY DETAINEES	\$53,550	\$0	\$4,575	\$0
341	28	WORK RELEASE FEES	\$1,835	\$1,800	\$1,800	\$1,800
341	29	BOND FEES	\$99,627	\$130,000	\$95,000	\$100,000
341	30	ZONING & SUBDIVISION FEE	\$13,278	\$9,283	\$5,075	\$9,389
341	31	ACCOUNTING FEES	\$160,153	\$130,000	\$110,000	\$110,000
341	32	COUNTY CLERK FEES	\$365,826	\$370,000	\$370,000	\$370,000

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
341	33	RECORDING FEES	\$1,400,351	\$1,158,000	\$1,300,000	\$1,220,000
341	34	TAX SEARCH & TAX LISTS	\$1,100	\$1,200	\$1,200	\$1,200
341	35	INFO TECH/HUM RSOUCR FEES	\$48,119	\$82,000	\$50,000	\$87,000
341	36	CIRCUIT CLERK FEES	\$1,436,449	\$1,650,000	\$1,450,000	\$1,450,000
341	37	SHERIFF FEES	\$197,961	\$197,000	\$210,000	\$210,000
341	38	LIBRARY FEES	\$94,292	\$91,000	\$91,000	\$91,000
341	39	MAINTENANCE/CUSTODIAL FEE	\$39,208	\$64,000	\$64,000	\$70,000
341	40	TECHNICAL SERVICE CONT.	\$382,283	\$488,580	\$516,635	\$696,610
341	41	CORONER STATUTORY FEES	\$52,922	\$41,000	\$50,000	\$51,000
341	42	REIMB OF CORONER COSTS	\$74,365	\$60,000	\$54,661	\$55,000
341	45	ADMINISTRATIVE FEES	\$675,784	\$984,000	\$931,700	\$981,700
341	49	DEATH CERTIF SURCHARGE	\$5,596	\$6,000	\$6,000	\$6,000
341	52	TAX SALE FEE	\$119,783	\$108,000	\$109,500	\$114,640
341	53	RENTAL HOUSNG SUPPORT FEE	\$215,546	\$150,000	\$200,000	\$200,000
341	54	COURT FEES-SHF VEHICL MNT	\$2,020	\$2,200	\$1,950	\$2,200
341	55	MARRIAGE LICNSE SURCHARGE	\$5,440	\$6,000	\$6,000	\$6,000
341	58	SEX OFFENDER REGISTRN FEE	\$200	\$100	\$0	\$0
341	60	SHF FAIL-TO-APPEAR WARRNT	\$12,109	\$10,000	\$10,000	\$10,000
341	61	ELECTRONIC CITATIONS FEE	\$17,302	\$25,000	\$17,000	\$19,200
341	63	MTGE FORECLSR MEDIATN FEE	\$14,550	\$12,000	\$16,000	\$16,000
343	70	MATERIAL & EQUIPMENT USE	\$76,183	\$60,000	\$60,000	\$60,000
343	71	MATERIAL & EQP USE-CO MFT	\$224,922	\$225,000	\$225,000	\$225,000
343	80	ENGINEERING FEE-TWP,VILL	\$24,330	\$20,000	\$10,000	\$12,000
343	82	ENGINEERING FEE-CO MFT	\$4,218	\$50,000	\$30,000	\$50,000
343	83	ENGINEERING FEE-TWP MFT	\$79,792	\$95,000	\$95,000	\$95,000
344	1	ANIM IMPOUND FEES-COUNTY	\$4,485	\$6,000	\$2,000	\$2,000
344	2	ANIM IMPOUND FEES-URBANA	\$5,390	\$5,000	\$3,000	\$3,000
344	3	ANIM IMPOUND FEES-CHAMPGN	\$11,685	\$10,000	\$6,000	\$6,000
344	4	ANIM SERVICES COST REIMB	\$13,610	\$13,000	\$13,000	\$13,000
344	5	ANIM IMPOUND FEES-MAHOMET	\$271	\$500	\$0	\$0
344	6	ANIM IMPOUND FEE-VILLAGES	\$3,512	\$3,000	\$4,000	\$4,500
344	7	ANIM IMPOUND FEE-ST JOSPH	\$90	\$500	\$0	\$0
344	8	ANIM IMPOUND FEES-SAVOY	\$250	\$500	\$500	\$500
344	9	ANIM IMPOUND FEES-TOLONO	\$42	\$500	\$500	\$500
345	17	NH CARE-VET ADM PATIENTS	\$552,474	\$464,189	\$598,144	\$250,177
345	18	ADLT DAYCARE-VA CLIENTS	\$126,310	\$100,000	\$57,991	\$28,000
345	19	NH CARE-HOSPICE PATIENTS	\$473,165	\$399,511	\$298,921	\$218,425
345	20	ADLT DAYCARE-PRIV CLIENTS	\$32,505	\$30,000	\$38,221	\$21,000
345	21	ADLT DAYCARE-IDOA CLIENTS	\$106,782	\$105,000	\$105,589	\$56,000
345	22	NH CARE-PRIV PAY PATIENTS	\$3,070,873	\$3,114,680	\$2,308,288	\$1,471,037
345	23	NH CARE-MEDICAID PATIENTS	\$5,757,800	\$6,173,634	\$5,119,573	\$3,211,194
345	26	NH CARE-MEDICARE/A PATNTS	\$1,101,395	\$903,375	\$1,209,358	\$749,990
345	27	NH CARE-MEDICARE/B PATNTS	\$148,046	\$215,000	\$219,915	\$129,500
345	28	CHILD DAY CARE CHARGES	\$86,624	\$75,000	\$75,000	\$75,000
345	29	NH CARE-PRIV INSUR PATNTS	\$1,368,985	\$1,806,750	\$612,006	\$284,563
345	33	NURS HOME BEAUTY SHOP REV	\$30,689	\$35,000	\$26,726	\$15,400

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
345	34	MEDICAL SUPPLIES REVENUE	\$50,806	\$60,000	\$21,589	\$12,600
345	35	PATIENT TRANSPORTATN CHGS	\$17,438	\$20,000	\$12,666	\$4,550
351	10	FINES & BOND FORFEITURES	\$655,063	\$850,000	\$600,000	\$600,000
351	11	DUI FINES-FOR DUI ENF EQP	\$35,050	\$38,000	\$25,000	\$25,000
351	12	SMOKE FREE IL ACT FINES	\$2,000	\$0	\$0	\$0
351	15	FEEES ON TRAFFIC FINES	\$23,662	\$33,000	\$22,000	\$23,000
351	20	PENALTIES	\$9,518	\$7,000	\$7,000	\$7,000
352	10	EVIDENCE FORFEITURES	\$48,732	\$40,000	\$48,643	\$40,000
352	11	FEDERAL FORFEITURES	\$1,948	\$3,000	\$0	\$0
352	12	ECITF DRUG FORFEITURES	\$0	\$3,000	\$0	\$0
352	15	ABANDONED BAIL BONDS	\$0	\$12,000	\$25,000	\$20,000
352	20	SALE OF SEIZED ASSETS	\$487	\$500	\$0	\$0
		FEEES AND FINES	\$23,102,441	\$25,221,937	\$21,655,550	\$17,816,901
361	10	INVESTMENT INTEREST	\$91,071	\$46,780	\$99,531	\$76,232
361	20	INTEREST ON LOANS	\$100,722	\$126,000	\$80,000	\$110,000
362	10	CABLE TV FRANCHISE	\$298,856	\$280,000	\$295,000	\$310,000
362	11	MEA CIVIC CONTRIBUTION	\$0	\$0	\$0	\$93,000
362	15	RENT	\$549,224	\$810,000	\$694,628	\$730,086
363	10	GIFTS AND DONATIONS	\$183,277	\$102,150	\$95,065	\$142,307
363	30	M.L.KING EVENT CONTRIBS	\$7,145	\$11,000	\$7,000	\$11,000
363	50	RESTRICTED DONATIONS	\$9,029	\$2,000	\$1,615	\$0
363	60	PRIVATE GRANTS	\$0	\$0	\$1,000	\$0
364	10	SALE OF FIXED ASSETS	\$19,472	\$50,000	\$107,500	\$10,395,000
369	11	JAIL COMMISSARY	\$52,571	\$55,000	\$49,500	\$52,000
369	12	VENDING MACHINES	\$9,411	\$8,300	\$7,235	\$7,240
369	13	ELECTRONIC PYTS REBATE	\$14,942	\$25,000	\$18,000	\$18,000
369	15	PARKING FEES	\$27,686	\$24,000	\$26,000	\$26,000
369	16	UTILITY CONSTRUCTION FEE	\$483,800	\$0	\$1,041,427	\$0
369	20	NURS HOME MEAL TICKETS	\$1,528	\$0	\$366	\$0
369	30	LATE CHARGE, NSF CK CHG	\$0	\$5,000	\$0	\$0
369	41	TELEPHONE TOLL REIMB	\$241	\$15	\$15	\$15
369	42	WORKER'S COMP. REIMB.	\$2,172	\$5,000	\$33,522	\$2,500
369	46	EMPLOYEE CONTRIBUTIONS	\$1,326,261	\$1,480,257	\$1,597,615	\$1,786,980
369	50	MUNICIPALITY CONTRIB.	\$4,665,665	\$5,640,646	\$5,059,115	\$5,452,740
369	71	SOCIAL SECURITY INCENTIVE	\$24,000	\$24,000	\$24,800	\$24,000
369	80	INSURANCE CLAIMS REIMB	\$72,512	\$0	\$0	\$0
369	85	SALE OF MAPS, DATA	\$11,720	\$13,500	\$10,000	\$13,500
369	90	OTHER MISC. REVENUE	\$136,708	\$60,126	\$208,132	\$463,776
		MISCELLANEOUS	\$8,088,013	\$8,768,774	\$9,457,066	\$19,714,376
371	4	FROM HEAD START FUND 104	\$0	\$1,380,000	\$1,400,000	\$0
371	6	FROM PUB SAF SALES TAX FD	\$610,028	\$704,465	\$704,465	\$1,996,105
371	11	FROM GIS CONSORTIUM 850	\$3,581	\$4,300	\$3,000	\$3,000
371	12	FROM COURT DOC STR FND671	\$17,877	\$18,078	\$18,078	\$18,078
371	17	FROM CHILD SUPPORT FND617	\$21,683	\$29,462	\$29,462	\$29,462

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
371	18	FROM PROB SERV FUND 618	\$159,700	\$110,916	\$141,568	\$207,962
371	20	FROM HLTH INSUR FUND 620	\$29,636	\$30,113	\$30,113	\$23,000
371	27	FROM PROP TAX FEE FND 627	\$67,108	\$59,205	\$60,705	\$64,050
371	30	FROM CIR CLK OPER/ADM 630	\$27,877	\$18,078	\$18,078	\$18,078
371	47	FROM RPC USDA LOAN FND474	\$1,694	\$2,500	\$2,500	\$3,500
371	54	FROM DEV DIS BOARD 108	\$50,000	\$50,000	\$50,000	\$50,000
371	59	FROM JAIL MED COSTS FD659	\$20,533	\$24,300	\$22,800	\$23,020
371	61	FROM WORKING CASH FND 610	\$59	\$200	\$3,600	\$1,900
371	77	FROM ELECTION GRNT FND628	\$4,344	\$0	\$0	\$20,000
371	80	FROM GENERAL CORP FND 080	\$1,050,211	\$865,430	\$879,840	\$833,985
371	83	FROM CNTY HIGHWAY FND 083	\$107,217	\$0	\$0	\$0
371	90	FROM MENTAL HEALTH FND090	\$185,391	\$50,000	\$58,000	\$58,000
371	92	FROM LAW LIBRARY FUND 092	\$0	\$0	\$0	\$15,000
381	12	INTERFUND POSTAGE REIMB	\$13,675	\$15,000	\$13,500	\$13,500
381	13	AUDIT FEE REIMBURSEMENT	\$19,359	\$30,000	\$20,510	\$21,000
381	15	WORKER'S COMP REIMB	\$803	\$0	\$500	\$0
381	16	HEALTH/LIFE INSUR REIMB	\$17,583	\$10,000	\$10,000	\$10,000
381	17	UNEMPLOYMENT INS REIMB	\$1,328	\$0	\$236,850	\$0
381	19	IMRF/SS REIMBURSEMENT	\$2,546,264	\$2,960,757	\$2,960,757	\$3,331,079
381	62	REIM FRM DRUG FORF FND621	\$9,000	\$9,000	\$9,000	\$9,000
381	73	REIMB FRM SELF-INS FND476	\$18,700	\$19,244	\$19,244	\$19,632
381	75	REIMB FRM RPC LOAN FND475	\$105,813	\$120,000	\$100,000	\$122,000
381	81	REIMB FROM NURSING HOME	\$23,712	\$282,670	\$0	\$0
383	10	PROCEEDS-GEN OBLIG BONDS	\$3,775,000	\$0	\$0	\$0
383	50	CAPITAL LEASE FINANCING	\$141,728	\$0	\$0	\$0
385	10	FROM CUUATS DEPT 730	\$96,095	\$90,000	\$90,000	\$90,000
385	11	FROM CSBG DEPT	\$129,075	\$203,392	\$221,646	\$192,646
385	15	FROM POLICE TRAINING RESV	\$41,764	\$70,000	\$70,000	\$70,000
385	16	FROM POLICE TRAINING GRNT	\$15,000	\$0	\$0	\$0
385	19	FROM GEO INFO SYS 111/112	\$4,140	\$58,000	\$58,000	\$84,500
385	30	FROM SENIOR SVCES 872/892	\$864	\$500	\$500	\$500
385	32	FROM HIGHWAY DEPTS 60/62	\$0	\$0	\$0	\$100,000
385	35	JMHC GRNT SAL REIM FR 075	\$1,480	\$1,027	\$1,027	\$0
		INTERFUND REVENUE	\$9,318,322	\$7,216,637	\$7,233,743	\$7,428,997
		REVENUE TOTALS	\$116,260,189	\$125,963,255	\$120,025,776	\$131,443,548
511	1	ELECTED OFFICIAL SALARY	\$726,335	\$741,823	\$741,823	\$759,581
511	2	APPOINTED OFFICIAL SALARY	\$1,193,206	\$1,168,705	\$1,119,004	\$1,158,555
511	3	REG. FULL-TIME EMPLOYEES	\$24,741,985	\$27,075,698	\$25,373,184	\$26,778,454
511	4	REG. PART-TIME EMPLOYEES	\$1,260,976	\$1,535,928	\$1,503,770	\$1,657,273
511	5	TEMP. SALARIES & WAGES	\$842,200	\$725,226	\$920,525	\$737,043
511	6	PER DIEM	\$63,405	\$68,550	\$67,435	\$67,050
511	9	OVERTIME	\$948,864	\$584,065	\$806,560	\$315,609
511	10	JUDGES' SALARY INCREASE	\$6,558	\$6,622	\$6,582	\$6,622

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
511	28	EMPLOYEE BONUS	\$56,945	\$0	\$0	\$0
511	40	STATE-PAID SALARY STIPEND	\$39,000	\$39,000	\$42,000	\$42,000
511	42	TAXABLE AUTO ALLOWANCE	\$10,952	\$10,952	\$10,952	\$10,952
511	43	NO-BENEFIT FULL-TIME EMPL	\$1,662,363	\$1,439,542	\$1,136,826	\$589,954
511	44	NO-BENEFIT PART-TIME EMPL	\$324,145	\$388,348	\$362,263	\$29,274
512	1	SLEP ELECTED OFFCL SALARY	\$112,888	\$115,146	\$115,146	\$117,269
512	2	SLEP APPNTD OFFCL SALARY	\$4,000	\$4,000	\$4,000	\$4,000
512	3	SLEP REG FULL-TIME EMP'EE	\$6,336,691	\$6,412,965	\$6,412,965	\$6,404,387
512	9	SLEP OVERTIME	\$356,902	\$493,220	\$493,220	\$371,779
512	40	SLEP STATE-PD SAL STIPEND	\$6,500	\$6,500	\$6,500	\$6,500
513	1	SOCIAL SECURITY-EMPLOYER	\$4,039,534	\$4,438,205	\$4,347,295	\$4,387,580
513	2	IMRF - EMPLOYER COST	\$4,264,837	\$4,365,825	\$4,251,857	\$4,530,045
513	3	IMRF -SLEP- EMPLOYER COST	\$1,624,915	\$1,429,777	\$1,429,777	\$1,387,315
513	4	WORKERS' COMPENSATION INS	\$1,098,872	\$1,180,961	\$1,129,527	\$1,116,246
513	5	UNEMPLOYMENT INSURANCE	\$413,255	\$709,846	\$375,164	\$366,255
513	6	EMPLOYEE HEALTH/LIFE INS	\$9,302,577	\$12,303,157	\$11,919,552	\$12,520,529
513	8	EMPLOYEE DENTAL INSURANCE	\$196	\$750	\$400	\$750
513	14	WKRS COMP SELF-FUND CLAIM	\$623,177	\$899,636	\$898,354	\$782,150
513	16	HLTH INS CLAIMS/DEDUCTBLS	\$664,705	\$0	\$14,113	\$0
513	20	EMPLOYEE DEVELOPMNT/RECOG	\$17,554	\$24,460	\$19,522	\$23,350
513	21	EMPLOYEE PHYSICALS/LAB	\$24,200	\$46,200	\$25,709	\$16,200
513	22	FLEX SPENDING ACCT FEES	\$37,591	\$40,000	\$5,100	\$5,500
513	23	BENEFITS MANAGEMENT FEES	\$50,000	\$50,000	\$50,000	\$55,000
513	24	WKRS COMP 3RD PARTY ADMIN	\$350	\$0	\$0	\$0
513	25	HLTH CARE REFORM FEES/TAX PERSONNEL	\$1,319 \$60,856,997	\$0 \$66,305,107	\$0 \$63,589,125	\$0 \$64,247,222
522	1	STATIONERY & PRINTING	\$85,985	\$129,432	\$117,934	\$145,895
522	2	OFFICE SUPPLIES	\$174,292	\$223,665	\$193,281	\$202,479
522	3	BOOKS,PERIODICALS & MAN.	\$82,138	\$110,028	\$96,311	\$101,517
522	4	COPIER SUPPLIES	\$47,319	\$63,000	\$53,850	\$53,400
522	6	POSTAGE, UPS, FED EXPRESS	\$247,890	\$292,516	\$299,689	\$277,332
522	7	PHOTOGRAPHY SUPPLIES	\$0	\$150	\$0	\$150
522	10	FOOD	\$145,550	\$147,780	\$287,600	\$349,573
522	11	MEDICAL SUPPLIES	\$59,291	\$61,725	\$70,725	\$67,375
522	12	STOCKED DRUGS	\$1,183	\$75,093	\$76,564	\$52,400
522	13	CLOTHING - INMATES	\$13,426	\$13,500	\$13,500	\$13,500
522	14	CUSTODIAL SUPPLIES	\$96,553	\$104,283	\$107,583	\$103,283
522	15	GASOLINE & OIL	\$265,359	\$417,910	\$375,526	\$377,552
522	16	TOOLS	\$16,095	\$17,350	\$18,100	\$20,600
522	17	GROUNDS SUPPLIES	\$2,692	\$9,526	\$8,526	\$8,200
522	19	UNIFORMS	\$67,574	\$62,436	\$60,936	\$60,436
522	22	MAINTENANCE SUPPLIES	\$37,958	\$31,960	\$19,671	\$18,088
522	24	ENGINEERING SUPPLIES	\$1,211	\$5,000	\$5,000	\$5,000
522	25	DIETARY NON-FOOD SUPPLIES	\$39,142	\$55,700	\$49,738	\$46,310
522	28	LAUNDRY SUPPLIES	\$26,402	\$22,950	\$23,486	\$21,267

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
522	29	RPC STUDENT HANDOUT MATLS	\$8,054	\$11,050	\$10,000	\$11,000
522	31	PHARMACY CHRGS-PUBLIC AID	\$2,031	\$22,975	\$22,246	\$12,160
522	32	SUPL FOR DISABLED PERSNS	\$1,711	\$4,000	\$3,300	\$3,950
522	33	OXYGEN	\$17,795	\$16,900	\$11,763	\$8,600
522	34	INCONTINENCE SUPPLIES	\$46,876	\$111,194	\$75,079	\$57,527
522	35	NUTRITIONAL SUPPLEMENTS	\$35,451	\$60,000	\$22,785	\$16,179
522	36	PHARMACY CHRGS-INSURANCE	\$1,023	\$117,129	\$88,567	\$60,280
522	40	OFFICE EXPENSES	\$2,052	\$10,000	\$10,000	\$10,000
522	44	EQUIPMENT LESS THAN \$5000	\$776,222	\$1,162,573	\$794,510	\$1,017,830
522	45	VEH EQUIP LESS THAN \$5000	\$25,938	\$12,000	\$13,473	\$16,000
522	46	BODY WORN CAMERAS	\$0	\$0	\$25,600	\$28,800
522	50	PURCHASE DOCUMENT STAMPS	\$960,000	\$884,000	\$933,333	\$933,333
522	60	PURCHASE RABIES TAGS	\$1,630	\$1,800	\$1,800	\$1,800
522	90	ARSENAL & POLICE SUPPLIES	\$35,640	\$27,100	\$25,850	\$27,100
522	91	LINEN & BEDDING	\$14,183	\$27,600	\$18,623	\$22,333
522	93	OPERATIONAL SUPPLIES	\$281,767	\$455,045	\$337,823	\$523,728
522	94	ELECTION SUPPLIES	\$17,308	\$10,000	\$10,000	\$15,000
522	96	SCHOOL SUPPLIES	\$71,394	\$105,000	\$121,600	\$123,500
522	98	PHARMACY CHARGES-MEDICARE COMMODITIES	\$6,064 \$3,715,199	\$101,043 \$4,983,413	\$78,829 \$4,483,201	\$503,443 \$5,316,920
533	1	AUDIT & ACCOUNTING SERVCS	\$279,706	\$293,905	\$260,997	\$275,133
533	2	ARCHITECT SERVICES	\$102,358	\$20,000	\$30,500	\$146,782
533	3	ATTORNEY/LEGAL SERVICES	\$253,364	\$284,350	\$344,410	\$368,450
533	4	ENGINEERING SERVICES	\$477,027	\$582,400	\$493,067	\$717,231
533	5	COURT REPORTING	\$33,823	\$26,700	\$22,056	\$23,700
533	6	MEDICAL/DENTAL/MENTL HLTH	\$882,507	\$937,318	\$943,346	\$1,030,315
533	7	PROFESSIONAL SERVICES	\$3,856,389	\$4,656,079	\$4,138,224	\$5,617,131
533	8	CONSULTING SERVICES	\$50,807	\$59,250	\$16,838	\$16,750
533	12	JOB-REQUIRED TRAVEL EXP	\$67,357	\$115,546	\$93,965	\$110,119
533	13	AMBULANCE/MEDIVAN SERVICE	\$437	\$2,000	\$2,000	\$2,000
533	15	ISAA-APPELLATE SERVICE	\$36,000	\$36,000	\$36,000	\$36,000
533	16	OUTSIDE PRISON BOARDING	\$31,496	\$45,000	\$35,000	\$45,000
533	17	FIELD TRIPS / ACTIVITIES	\$1,967	\$5,950	\$6,900	\$5,800
533	18	NON-EMPLOYEE TRAINING,SEM	\$3,289	\$8,420	\$7,170	\$7,250
533	19	SCHOOLNG TO OBTAIN DEGREE	\$52,779	\$42,500	\$54,100	\$61,500
533	20	INSURANCE	\$1,643,975	\$1,873,003	\$2,082,150	\$2,134,387
533	22	LABORATORY FEES	\$53,217	\$52,345	\$51,478	\$50,520
533	24	CLIENT EMPLOYABILITY EXP	\$774	\$500	\$1,000	\$2,500
533	26	PROPERTY LOSS/DMG CLAIMS	\$93,847	\$42,000	\$40,000	\$40,000
533	28	UTILITIES	\$31,094	\$47,250	\$44,400	\$50,250
533	29	COMPUTER/INF TCH SERVICES	\$381,719	\$469,043	\$424,251	\$404,990
533	30	GAS SERVICE	\$407,350	\$604,561	\$535,877	\$492,450
533	31	ELECTRIC SERVICE	\$1,368,814	\$1,230,500	\$1,256,676	\$1,088,267
533	32	WATER SERVICE	\$121,610	\$142,865	\$141,185	\$127,850
533	33	TELEPHONE SERVICE	\$174,715	\$206,365	\$198,837	\$187,770

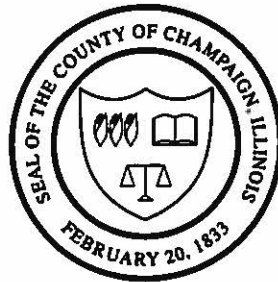
County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
533	34	PEST CONTROL SERVICE	\$21,595	\$22,815	\$22,690	\$20,665
533	35	TOWEL & UNIFORM SERVICE	\$1,322	\$2,700	\$1,300	\$1,300
533	36	WASTE DISPOSAL & RECYCLNG	\$157,522	\$111,492	\$123,378	\$108,522
533	38	STORMWATER UTILITY FEE	\$34,047	\$40,000	\$40,000	\$40,000
533	40	AUTOMOBILE MAINTENANCE	\$106,426	\$127,543	\$118,031	\$123,818
533	42	EQUIPMENT MAINTENANCE	\$731,926	\$784,303	\$714,774	\$812,605
533	44	MAIN ST JAIL REPAIR-MAINT	\$17,581	\$47,650	\$47,550	\$47,550
533	45	NON-CNTY BLDG REPAIR-MNT	\$116,891	\$182,800	\$158,800	\$128,850
533	46	1905 E MAIN REPAIR-MAINT	\$10,114	\$15,407	\$15,357	\$95,357
533	47	JUV DET CTR REPAIR-MAINT	\$12,222	\$11,479	\$14,326	\$45,000
533	48	ROAD/BRIDGE MAINTENANCE	\$700,781	\$870,000	\$870,000	\$870,000
533	49	HEAVY EQUIP. MAINTENANCE	\$187,069	\$175,000	\$175,000	\$140,000
533	50	FACILITY/OFFICE RENTALS	\$235,321	\$317,817	\$332,429	\$345,781
533	51	EQUIPMENT RENTALS	\$348,437	\$324,235	\$336,395	\$314,243
533	52	OTHER SERVICE BY CONTRACT	\$82,739	\$63,398	\$60,148	\$59,898
533	53	SPECIALTY COURTS EXPENSES	\$6,144	\$10,000	\$12,000	\$15,000
533	54	ASSISTANCE TO VETERANS	\$83,373	\$80,000	\$80,000	\$80,000
533	55	WEATHERIZATION HLTH/SAFTY	\$60,003	\$44,000	\$109,000	\$145,000
533	56	VA MONUMENT UPDATE	\$2,500	\$0	\$0	\$0
533	58	EMPLOYEE PARKING	\$17,010	\$16,560	\$17,550	\$18,141
533	60	HWY FACILITY REPAIR-MAINT	\$90,897	\$85,000	\$15,000	\$100,000
533	61	1701 E MAIN REPAIR-MAINT	\$28,633	\$38,888	\$38,788	\$38,788
533	62	JUROR MEALS	\$3,458	\$5,500	\$5,259	\$5,500
533	63	JUROR EXPENSE	\$261,353	\$135,000	\$111,612	\$118,000
533	64	ELECTION JUDGES & WORKERS	\$195,440	\$100,000	\$104,403	\$200,000
533	65	VOTER REGISTRATION EXP.	\$201	\$3,000	\$3,000	\$0
533	66	REGISTRARS-BIRTH & DEATH	\$5,095	\$5,250	\$5,092	\$5,250
533	67	202 BARTELL BDG RPR-MAINT	\$4,873	\$4,000	\$2,282	\$2,673
533	68	WITNESS EXPENSE	\$2,464	\$8,168	\$8,598	\$8,168
533	70	LEGAL NOTICES,ADVERTISING	\$137,644	\$153,519	\$146,459	\$159,661
533	71	BLUEPRINT,FILM PROCESSING	\$8,604	\$32,000	\$31,599	\$33,000
533	72	DEPARTMENT OPERAT EXP	\$23,843	\$52,500	\$46,200	\$209,400
533	73	EMPLOYEE/OFFC RELOCATION	\$12,500	\$0	\$0	\$0
533	74	JURORS' PARKING	\$45,815	\$45,000	\$45,000	\$45,000
533	75	COURT-ORDERED COSTS	\$1,575	\$2,500	\$2,000	\$3,000
533	79	PUBLIC SERVICE WORKER EXP	\$1,207	\$2,750	\$1,500	\$2,750
533	81	SEIZED ASSET EXPENSE	\$1,873	\$2,500	\$272	\$500
533	83	CO. ENGINEERING FORCES	\$4,218	\$0	\$50,000	\$50,000
533	84	BUSINESS MEALS/EXPENSES	\$12,102	\$26,110	\$17,798	\$20,335
533	85	PHOTOCOPY SERVICES	\$347,890	\$369,237	\$332,025	\$343,986
533	86	NURS HOME BLDG REPAIR/MNT	\$307,712	\$100,000	\$94,177	\$66,667
533	87	INDIRECT COSTS / OVERHEAD	\$670,616	\$754,549	\$708,377	\$798,637
533	89	PUBLIC RELATIONS	\$58,113	\$55,950	\$55,413	\$55,700
533	90	CLOTHING ALLOWANCE	\$3,356	\$4,000	\$4,000	\$4,000
533	91	LAUNDRY & CLEANING	\$13,721	\$12,500	\$7,213	\$9,883
533	92	CONTRIBUTIONS & GRANTS	\$7,848,831	\$8,858,880	\$8,543,919	\$9,209,458

County Consolidated		2016 Actual	2017 Original	2017 Projected	2018 Budget	
533	93	DUES AND LICENSES	\$150,857	\$172,323	\$161,375	\$163,716
533	94	INVESTIGATION EXPENSE	\$8,353	\$22,950	\$10,675	\$20,950
533	95	CONFERENCES & TRAINING	\$274,745	\$379,993	\$333,893	\$378,752
533	97	IMPOUNDMENTS	\$10	\$100	\$100	\$100
533	99	CONTINGENT EXPENSE	\$0	\$267,000	\$267,000	\$190,802
534	3	REMIT LOAN PAYMENTS	\$31,838	\$55,000	\$50,000	\$50,000
534	6	ACQUISITION	\$0	\$5,000	\$0	\$0
534	9	R.E. TAX / DRAINAGE ASMNT	\$0	\$0	\$35,375	\$0
534	11	FOOD SERVICE	\$1,033,371	\$1,283,700	\$844,152	\$797,254
534	15	METCAD	\$614,393	\$663,500	\$651,500	\$654,500
534	21	PROP CLEARANCE / CLEAN-UP	\$2,723	\$6,800	\$6,800	\$6,800
534	24	MTGE FORECLSR MEDIATN PRG	\$765	\$12,000	\$192	\$0
534	25	COURT FACILITY REPR-MAINT	\$189,080	\$114,075	\$137,837	\$273,775
534	27	ANIM SERV FACIL RPR-MAINT	\$13,973	\$5,091	\$5,091	\$5,091
534	29	CU URBAN AREA TRANS STUDY	\$30,427	\$31,000	\$33,000	\$33,000
534	30	WEATHERIZATION LABOR	\$210,128	\$240,000	\$273,000	\$290,000
534	31	ENERGY ASSISTANCE	\$2,496,413	\$3,930,000	\$3,595,500	\$4,165,000
534	37	FINANCE CHARGES,BANK FEES	\$9,598	\$12,311	\$17,785	\$21,627
534	38	EMRGNCY SHELTER/UTILITIES	\$440,291	\$586,500	\$469,050	\$555,250
534	39	RPC SCHOLARSHIPS & AWARDS	\$14,773	\$10,000	\$7,500	\$8,750
534	40	CABLE/SATELLITE TV EXP	\$30,466	\$30,550	\$32,450	\$20,560
534	41	RETURN UNUSED GRANT	\$374,530	\$0	\$0	\$0
534	43	DISABILITY THERAPY,CONSLT	\$19,212	\$18,500	\$14,000	\$17,000
534	44	STIPEND	\$22,490	\$29,175	\$28,140	\$31,630
534	46	SEWER SERVICE & TAX	\$70,903	\$78,995	\$76,494	\$72,745
534	48	RPC POL TRN STAFF MILEAGE	\$1,518	\$3,000	\$3,000	\$3,000
534	49	RPC POL TRN STAFF TRAVEL	\$2,418	\$5,000	\$4,500	\$4,500
534	50	RPC POL TRN STAFF PERDIEM	\$880	\$1,300	\$1,050	\$1,050
534	51	RPC POL TRN INSTRCTR TRAV	\$13,257	\$20,000	\$20,000	\$20,000
534	52	RPC POL TRN INSTRCTR CONT	\$155,807	\$182,000	\$165,000	\$195,000
534	53	RPC POL TRN INSTRCTR DEV	\$4,995	\$6,500	\$3,000	\$4,000
534	54	RPC POL TRN CATERING	\$2,462	\$5,000	\$3,800	\$4,750
534	55	RPC POL TRN FACILITY RENT	\$6,850	\$10,000	\$10,000	\$10,000
534	56	RPC POL TRN RENTAL AIDS	\$0	\$800	\$500	\$750
534	57	RPC POL TRN REPRODUCTION	\$637	\$1,500	\$700	\$1,000
534	58	LANDSCAPING SERVICE/MAINT	\$18,528	\$19,928	\$24,428	\$14,428
534	59	JANITORIAL SERVICES	\$175,579	\$173,020	\$172,270	\$186,885
534	61	IPA LICENSING FEE	\$340,360	\$546,790	\$435,310	\$609,462
534	62	ELECTION MILEAGE,PHONE RM	\$6,852	\$4,000	\$2,043	\$7,000
534	63	INDIGENT BURIAL	\$839	\$1,500	\$1,500	\$1,500
534	64	ELECTION SERVICES	\$21,036	\$17,500	\$13,100	\$25,000
534	65	CONTRACT NURSING SERVICE	\$56,525	\$332,000	\$0	\$190,244
534	67	1701 OUTBLDGS REPAIR-MNT	\$3,052	\$27,881	\$17,881	\$2,881
534	68	POLICY COUNCIL ACTIVITIES	\$4,089	\$8,000	\$7,000	\$8,000
534	69	PARENT ACTIVITIES/TRAVEL	\$24,156	\$17,100	\$17,600	\$18,800
534	70	BROOKNS BLDG REPAIR-MAINT	\$34,135	\$50,909	\$123,009	\$51,109

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
534	71	COOPERATIVE EXTENSION SRV	\$419,867	\$422,183	\$422,497	\$422,498
534	72	SATELLITE JAIL REPAIR-MNT	\$64,443	\$45,000	\$47,532	\$152,404
534	73	C-U PUBLIC HEALTH DISTRCT	\$597,238	\$604,837	\$628,200	\$659,535
534	74	CONTRACT ATTORNEYS	\$174,000	\$174,000	\$191,400	\$191,400
534	75	FINES AND PENALTIES	\$24,350	\$30,000	\$44,813	\$20,000
534	76	PARKING LOT/SIDEWLK MAINT	\$14,563	\$51,383	\$67,788	\$199,550
534	78	REMIT DEATH CERT SURCHARG	\$5,596	\$6,000	\$6,000	\$6,000
534	80	AUTO DAMAGE/LIAB CLAIMS	\$36,460	\$77,314	\$44,206	\$44,206
534	81	GENERAL LIABILITY CLAIMS	\$103,440	\$404,905	\$374,905	\$352,701
534	82	CHILD DENTAL ACCESS PROG	\$45,000	\$45,000	\$45,000	\$45,000
534	83	MEDICARE MEDICAL SERVICES	\$10,498	\$12,430	\$114,977	\$54,400
534	85	RENTAL HSG FEE REMITTANCE	\$204,201	\$135,000	\$180,000	\$180,000
534	86	URBANA ANIM IMPOUND FEES	\$5,115	\$5,000	\$3,000	\$3,000
534	87	CHAMPGN ANIM IMPOUND FEES	\$11,105	\$10,000	\$6,000	\$6,000
534	89	MAHOMET ANIM IMPOUND FEES	\$246	\$500	\$0	\$0
534	90	VILLAGES ANIM IMPOUND FEE	\$1,447	\$3,000	\$1,000	\$3,000
534	91	ST JOSPH ANIM IMPOUND FEE	\$45	\$500	\$0	\$0
534	92	SAVOY ANIM IMPOUND FEES	\$250	\$500	\$500	\$500
534	93	TOLONO ANIM IMPOUND FEES	\$42	\$500	\$500	\$500
534	94	WEATHERIZATION MATERIALS	\$260,545	\$265,000	\$315,000	\$320,000
534	95	REMIT MARRIAGE LIC SURCHG	\$5,440	\$6,000	\$6,000	\$6,000
534	96	RANTOUL ANIM IMPOUND FEES	\$1,760	\$2,000	\$1,000	\$1,500
534	98	M.L.KING EVENT EXPENSES	\$4,508	\$12,500	\$6,500	\$12,500
534	99	REMIT CC FINGERPRNTG FEES	\$355	\$130	\$270	\$380
535	1	YOUTH/IN-DT SUPP SERVICE	\$24,440	\$40,000	\$39,025	\$32,750
535	3	YOUTH/IN-OTHER PROG COSTS	\$184,345	\$140,000	\$70,146	\$90,146
535	4	YOUTH/OUT-DIRECT TRNG ITA	\$81,475	\$135,000	\$115,000	\$190,000
535	6	YOUTH/OUT-OTHER PRG COSTS	\$346,649	\$145,500	\$180,900	\$115,900
535	7	ADULT-DIRECT TRAINING ITA	\$303,413	\$310,000	\$360,000	\$305,000
535	9	ADULT-INCUMBANT WRKR COST	\$0	\$5,000	\$1,500	\$5,000
535	10	ADULT-OTHER PROG COSTS	\$71,096	\$75,500	\$68,375	\$136,125
535	11	DISLOC WKR-DIRCT TRAINING	\$118,722	\$99,000	\$137,000	\$161,000
535	13	DISLOC WKR-INCUMBANT WRKR	\$0	\$6,000	\$10,000	\$10,000
535	14	DISLOC WKR-OTHER PRG COST	\$56,371	\$60,500	\$41,877	\$91,127
535	15	TRADE ADJSTMNT ASSISTANCE	\$44,130	\$47,000	\$44,250	\$47,750
535	17	ADMIN-OTHER PRG COSTS	\$0	\$7,500	\$2,500	\$500
535	18	YOUTH/OUT-SUPPORTIVE SVCE	\$92,543	\$50,000	\$77,000	\$115,000
535	19	ADULT-SUPPORTIVE SERVICE	\$102,089	\$60,000	\$47,500	\$155,000
535	20	DISLOC WKR-SUPPRTIVE SVCE	\$12,399	\$32,000	\$32,500	\$77,000
535	21	YOUTH/IN-WORK TRAINING	\$5,532	\$30,000	\$24,500	\$70,000
535	22	YOUTH/OUT-WORK TRAINING	\$54,590	\$45,000	\$55,000	\$85,000
535	23	ADULT-WORK TRAINING	\$102,083	\$33,000	\$42,500	\$90,000
535	24	DISLOC WKR-WORK TRAINING SERVICES	\$24,639	\$16,000	\$33,000	\$51,000
			\$33,959,822	\$38,926,823	\$36,855,402	\$41,570,264
544	2	RIGHT OF WAY	\$98,011	\$50,000	\$50,000	\$5,000

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
544	10	BRIDGES & CULVERTS	\$434,262	\$1,500,000	\$1,650,000	\$1,800,000
544	11	ROAD IMPROVEMENTS	\$43,714	\$3,575,000	\$3,100,000	\$1,489,465
544	16	COURTS FACILITY CONST/IMP	\$0	\$0	\$0	\$250,000
544	17	SATELLITE JAIL CONST/IMPR	\$0	\$0	\$0	\$67,261
544	18	BROOKNS BLDG CONST/IMPROV	\$358,847	\$380,000	\$345,867	\$0
544	19	CORR CENTER CONST/IMPROVE	\$0	\$120,000	\$71,000	\$0
544	20	COURTHOUSE CONST/IMPROVE	\$10	\$0	\$0	\$0
544	29	NUR HM BLDG CONST/IMPROVE	\$282,126	\$0	\$0	\$0
544	30	AUTOMOBILES, VEHICLES	\$339,234	\$263,450	\$263,631	\$300,500
544	31	RADIO EQUIPMENT	\$0	\$0	\$0	\$443,489
544	32	OTHER EQUIPMENT	\$0	\$8,000	\$9,000	\$0
544	33	OFFICE EQUIPMENT & FURNIS	\$379,012	\$507,602	\$310,347	\$766,971
544	34	MAINTENANCE EQUIPMENT	\$6,000	\$62,148	\$0	\$0
544	35	HEAVY EQUIPMENT	\$689,639	\$0	\$0	\$350,000
544	38	ELECTION/VOTER REG EQUIP	\$0	\$4,500	\$14,677	\$0
544	41	PARKING LOT/SIDEWLK CONST	\$94,152	\$0	\$19,400	\$0
544	47	1701 MAIN BLDG CONST/IMPR	\$0	\$152,261	\$275,298	\$0
544	74	KITCHEN/LAUNDRY EQUIPMENT	\$0	\$3,000	\$0	\$0
544	85	POLICE EQUIPMENT	\$0	\$0	\$3,522	\$186,000
544	86	COURT SECURITY EQUIPMENT	\$23,012	\$0	\$0	\$0
		CAPITAL	\$2,748,019	\$6,625,961	\$6,112,742	\$5,658,686
567	1	DEPRECIATION EXPENSE	\$0	\$0	\$0	\$37,829
567	2	BAD DEBT EXPENSE	\$77,412	\$540,000	\$287,100	\$140,000
		NON CASH EXPENSES	\$77,412	\$540,000	\$287,100	\$177,829
571	4	TO RPC ECON DEV LOANS 475	\$0	\$1,380,000	\$1,400,000	\$0
571	8	TO DEV DISABILITY FUND108	\$10,673	\$0	\$8,000	\$8,000
571	11	TO MHB/DDB CILA FACILITY	\$224,718	\$100,000	\$100,000	\$100,000
571	14	TO CAPITAL IMPRV FUND 105	\$944,137	\$914,744	\$945,396	\$1,825,860
571	25	TO VCTM ADVOC GRNT FND675	\$21,250	\$21,250	\$21,250	\$17,000
571	30	TO COURT AUTOMTN FUND 613	\$64,356	\$85,216	\$65,216	\$65,216
571	50	TO HWY FACIL BOND FUND350	\$203,287	\$0	\$0	\$0
571	59	TO CHILD ADV CENT FND 679	\$25,000	\$0	\$0	\$0
571	69	TO CO CLK AUTOMATN FND670	\$8,586	\$0	\$0	\$0
571	75	TO REG PLAN COMM FUND 075	\$93,435	\$122,500	\$99,850	\$125,500
571	80	TO GENERAL CORP FUND 080	\$765,019	\$1,019,697	\$733,157	\$3,800,255
571	83	TO COUNTY HIGHWAY FND 083	\$80,954	\$82,000	\$82,000	\$41,000
571	87	TO DRUG COURTS FUND 685	\$58,677	\$60,763	\$60,763	\$60,881
573	11	HOUSING ADVOCACY MATCH	\$12,307	\$48,000	\$20,000	\$10,000
573	16	TEN RNT ASST 709/859 MTCH	\$384	\$2,000	\$0	\$0
573	17	ISSA 827/828 MATCH	\$22,836	\$10,000	\$100,000	\$60,000
573	18	TO GIS DEPTS 111/112	\$4,140	\$58,500	\$58,000	\$84,500
573	24	COURT DIVRSN 641/656 MTCH	\$27,725	\$75,000	\$30,000	\$50,000
573	27	HOMLSS PREVNT 634/640 MCH	\$677	\$5,000	\$3,500	\$3,500
573	30	TRANSPORTATION GRNT MATCH	\$96,095	\$90,000	\$90,000	\$90,000

County Consolidated			2016	2017	2017	2018
			Actual	Original	Projected	Budget
573	33	CSBG SPC PRJ 807/815 MTCH	\$65,146	\$61,392	\$65,146	\$65,146
573	35	HOMELESS MGT 650/664 MTCH	\$0	\$2,000	\$2,000	\$2,000
573	50	CUMTD DIS RMP 872/892 MCH	\$865	\$500	\$1,000	\$2,000
573	51	POLICE TRAINING MATCH	\$56,764	\$70,000	\$70,000	\$70,000
573	52	TO HIGHWAY DEPTS 60/62	\$0	\$0	\$0	\$100,000
573	55	JMHC GRNT SAL REIM TO 040	\$1,480	\$0	\$1,000	\$0
		INTERFUND EXPENDITURE	\$2,788,511	\$4,208,562	\$3,956,278	\$6,580,858
581	1	GEN OBLIG BOND PRINCIPAL	\$3,070,860	\$2,991,707	\$3,016,707	\$2,750,000
581	2	L/T TAX ANTIC NOTES PRINC	\$0	\$0	\$0	\$1,076,760
581	3	CAPITAL LEASE PRINC PMTS	\$5,909	\$34,492	\$34,384	\$35,140
581	5	INTGOVTL LOAN PRINC PMTS	\$19,688	\$0	\$0	\$726,802
581	6	DEBT CERTFCATE PRINC PMTS	\$130,000	\$135,000	\$135,000	\$140,000
581	7	MORTGAGE PRINCIPAL PMTS	\$53,747	\$55,000	\$55,000	\$49,751
582	1	INTEREST-TAX ANTIC NOTES	\$6,955	\$3,500	\$7,702	\$7,000
582	2	INT & FEES-GEN OBLIG BONDS	\$2,408,123	\$2,310,215	\$2,239,113	\$1,282,996
582	3	INTEREST ON CAPITAL LEASE	\$222	\$2,339	\$2,400	\$1,642
582	6	INTEREST ON DEBT CERTIFCT	\$61,590	\$57,390	\$57,390	\$50,990
582	7	INTEREST ON MORTGAGE	\$27,954	\$30,050	\$30,000	\$17,231
583	1	GEN OBLIG BOND REFUNDED DEBT	\$3,738,916	\$0	\$0	\$0
			\$9,523,964	\$5,619,693	\$5,577,696	\$6,138,312
		EXPENDITURE TOTALS	\$113,669,924	\$127,209,559	\$120,861,544	\$129,690,091



OFFICE OF THE
COUNTY ADMINISTRATOR

4 October 2017

MEMORANDUM

TO: Mrs. Diane Michaels, Vice Chair-Finance; and
Honorable Members of the Champaign County Board

FR: Rick Snider, County Administrator

RE: Release of RFP and Subdivision Application for Champaign County Nursing Home

Pursuant to the brokerage agreement executed by Champaign County in June 2017, I have directed staff to begin the necessary work to implement the agreement. There are two items for your consideration.

APPLICATION FOR SUBDIVISION PLAT

Champaign County Nursing Home (CCNH) is situated on undivided county property that supports the entire east campus operation (Brookens Administrative Center, Juvenile Detention Center, Adult Detention Center, Animal Control, Highway, METCAD, Coroner, Election Storage, and miscellaneous garages). It is accessed via Art Bartell Road, a roadway that is currently maintained by the County.

In order to market the home, it is necessary to subdivide the property to separate it from the remaining County land, and to establish a connection to a public roadway to meet the requirements of the City of Urbana to create a legal parcel. Since July, we have been meeting with Urbana Public Works and Planning staff to explore ideas on how to best achieve the necessary subdivision. The goal has been to create a plan that ensures any new owner of the property will have access in perpetuity to the created parcel, that the use of the property as a nursing home is maintained, and that the costs for both the City and County are minimized. Subsequently, County staff has worked with MSA (surveyor and engineering firm) and our legal counsel to develop a plat that will meet the anticipated needs of the City. Through consultation with the State's Attorney's Office, we have engaged local attorney Mary Ann Royse to advise the county on real estate concerns.

County Planning and Zoning Director John Hall has prepared a memorandum for your review with all of the details of the proposed plat and is included in this packet.

REQUEST FOR PROPOSAL

Pursuant to the brokerage agreement, the marketing of CCNH will be accomplished through a Request for Proposals (RFP) issued by Champaign County with the process managed by Marcus and Millichap. The RFP process allows the County to entertain multiple proposals and select the one most successful in meeting the County's evaluation criteria.

With the assistance and approval of the State's Attorney's Office, we have engaged Chicago attorney Stephen N. Sher to assist with the drafting of the RFP and associated agreements. Mr. Sher began his career at the firm of Winston & Strawn, and after ten years of practice launched his own firm. Sher, LLP's entire practice is health care facility law. Mr. Sher indicated that he has worked with units of government, and understands how a public transaction differs from a private one. During the State's Attorney's review, Mr. Sher was eager to pose questions regarding the proposed RFP and willing to talk through and provide some insight into the process. We believe Mr. Sher will be able to provide sound, timely advice as the County navigates the transaction process.

The RFP incorporates a number of requirements for bidders to meet in their proposals and these are memorialized in the two draft contracts that will accompany the RFP. These are the Asset Purchase Agreement (APA) and the Operating Transfer Agreement (OTA). Including these instruments as part of the RFP is necessary and ensures that the County establishes its clear expectation for the framework of the transaction and productive vetting of any prospective buyers.

The Asset Purchase Agreement is the vehicle used to delineate the real property (land, equipment, other assets) involved in the transaction and establishes the total price. The Operating Transfer Agreement is used to effect the orderly transfer of nursing home operations, including matters of accounts payable and accounts receivable, transfer of personnel to the new operation, and other necessary functions. The complexity of the transaction will require the cooperation of the home's operator and SAK Management has indicated their willingness to assist Champaign County through a transaction process if it should be approved by the County Board. They have therefore been included as a party to the OTA.

RFP HIGHLIGHTS

For a period of ten years following the closing date of a transaction, the following covenants shall apply:

- *Dedication as a skilled nursing facility.* CCNH must be operated as a skilled nursing facility with the licensed beds, including uses as a geriatric center, long-term care facility, or assisted living;
- *Requirement for minimum 50% Medicaid census.* In order to assuage concerns about the potential loss of Medicaid skilled nursing beds, responsive offerors shall reserve at least 50% of the licensed beds for Medicaid-eligible persons; and
- *Prioritize the admission of Champaign County residents.* In the event that there are insufficient beds for both in-county and out-of-county residents, Champaign County residents shall receive priority for admissions.

These additional covenants shall apply to the successor offeror:

- *Requirement for employee retention.* The offeror shall re-hire 100% of current CCNH employees for a period of no less than 60 days, and at least 80% of employees for at least six months following the transaction closing. This will provide a fair and reasonable period of time for employees to evaluate the new operator and avoid concerns about immediate dismissals.
- *Requirement for Union recognition.* The contracts with the two AFSCME bargaining units at CCNH contain provisions for successor organizations to recognize the union as the

representative of the employees. These provisions have been incorporated into the APA and OTA.

Proposers will be asked to respond to the following aspects of nursing home operations:

- ***Experience in other facilities with Medicaid admissions.*** Proposers are asked to provide data on their historical case mix, experiences in dealing with short-term acute care and rehabilitation versus long-term care and support of dementia and Alzheimer's patients.
- ***Experience in working with volunteer organizations.*** CCNH currently benefits from two volunteer organizations: CCNH Auxiliary and Friends of Champaign County Nursing Home Foundation. Proposers are asked about their experiences in working with such volunteer organizations to enhance residents' life, family experience or the physical plant.
- ***Public accountability.*** An issue of concern to the County in any potential sale is reduced public accountability for the operations of CCNH, and the related issues of how responsible or accountable a new owner would be to the public. Proposers are asked address that issue (i.e., how will it propose to work with and be accountable to the community).
- ***Innovations in Patient Care.*** Proposers are encouraged to comment on any innovations in resident/patient care with which they have current experience and which they might wish to consider implementing should they purchase CCNH. Additionally, Proposers will outline for the County, the plans they have to expand the types of care and services offered by the facility, including any additional expansion of the continuum with independent or assisted living, or the addition of various high acuity care services such as bariatric, wound care, head trauma, ventilator care, renal care, outpatient rehab, and how the Proposer has implemented such services at its other nursing facilities. The Proposer will demonstrate how it has worked synergistically with local health care providers in the markets where they operate.

PROPOSED TIMETABLE OF EVENTS

Date	Event
October 10, 2017	Champaign County COW Review of Application Champaign County COW Review of RFP and Contract Materials
October 19, 2017	Champaign County Board Authorization to Submit Application to Urbana Plan Commission Champaign County Board Authorization to Release RFP
October 23, 2017	RFP Publication Date & Marketing Room
November 9, 2017	Urbana Plan Commission Review of Application (Recommend Approval or Continuance)
November 20, 2017	Urbana City Council (Approval or Not Until December Mtg.)
November 22, 2017	Questions Due on RFP
December 6, 2017	Addendum or Addenda Issued on RFP
December 6-8, 2017	Pre-Proposal Site Visits
December 22, 2017	Bid Deadline
January 8-19, 2018	Tour of Proposers Facilities and Interviews
After January 8, 2018 & Before March 1, 2018	Select Qualified Buyer & Close Bidding Process

REQUESTED ACTIONS

The Finance Committee of the Whole recommends to the County Board the authorization of the County Board Chair to sign the proposed Champaign County Nursing Home Subdivision Plat and Owner's Certificate, substantially in the manner as attached hereto, and the related City of Urbana Application for Minor Plat and the related City of Urbana Application for a Waiver of Subdivision Regulations, including any minor changes to the Plat and/or the Owner's Certificate that may be necessary to secure approval by the City of Urbana;

AND

The Finance Committee of the Whole recommends to the County Board the release of Request for Proposals RFP 2017-012 to commence marketing of the Champaign County Nursing Home.

Champaign County
Department of

PLANNING &
ZONING

Brookens Administrative
Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708
zoningdept@co.champaign.il.us
www.co.champaign.il.us/zoning

TO: Champaign County Board Committee of the Whole

FROM: John Hall, Zoning Administrator
Jacob Croegaert, Assistant State's Attorney
Dana Brenner, Facilities Director

DATE: October 4, 2017

RE: Authorize the County Board Chair to sign the proposed Champaign County Nursing Home Subdivision Plat with Owner's Certificate and the related City of Urbana Application for Minor Plat and the related City of Urbana Application for a Waiver of Subdivision Regulations

BACKGROUND

In an April 2017 referendum, Champaign County voters authorized the County Board to consider selling the Champaign County Nursing Home. Subsequent to that referendum the County Board approved Resolution No. 10008 that selected a broker to market the Nursing Home and authorized the necessary steps to implement sale of the Nursing Home.

One of the necessary steps in making the Nursing Home saleable is to subdivide (separate) the nursing home (and some amount of land) from the rest of the Brookens Campus. Subdividing property requires a plat of subdivision (ie, a map) to be prepared by a licensed surveyor/ engineer and generally also requires dedication of land as right of way and may require construction of public improvements such as a new street.

The subdivision for the Nursing Home must comply with the City of Urbana Subdivision and Land Development Code and the subdivided property (both the new nursing home lot and the remaining Brookens campus) must be in conformance with the City of Urbana Zoning Ordinance.

THE NURSING HOME SUBDIVISION PLAT REQUIRES SIGNIFICANT WAIVERS

Dave Atchley with MSA Professional Services has been hired to prepare the necessary plat of subdivision. The State's Attorney's Office has hired Attorney Mary Ann Royce to assist in oversight of the legal aspects of the subdivision.

Access to the Champaign County Nursing Home is via Art Bartell Road which is not a public street and was not constructed to the same standards as the City requires for new streets in new subdivisions. County Administrator Rick Snider has had several discussions with Urbana staff and made it clear that the County would prefer not to make the improvements necessary to bring Art Bartell Road up to Urbana street standards. Such improvements would include construction of curb and gutter drainage (the existing Art Bartell Road has ditches); increasing the pavement thickness; and dedication of the underlying land as a permanent right of way (Art Bartell Road is simply part of the Brookens campus). In lieu of making such improvements to Art Bartell Road, Champaign County must request waivers from the City of Urbana for Right of Way Dedication and Public Street Access.

Since Art Bartell Road will not be a dedicated public street, the County must agree to accept future maintenance responsibility of Art Bartell Road.

County staff along with Dave Atchley and Mary Ann Royce met with City of Urbana staff on September 13, 2017, and discussed the proposed subdivision. Urbana staff was open to the concept of the new nursing home lot having an easement of access over Art Bartell Road to both Lierman Avenue and Main Street. Urbana staff cautioned that this was an unprecedented subdivision request for the City and warned that the County might encounter some setbacks in the process which will include a review by the Plan Commission and approval by the City Council.

The attached Champaign County Nursing Home Plat of Subdivision (see attached) proposes to create a new 12.315-acre zoning lot for the nursing home and an easement of access over Art Bartell Road and a secondary easement of access from Art Bartell Road to the Nursing Home staff parking lot. The attached plat needs some minor revisions and a revised Plat will be handed out at the Committee meeting.

The Owner's Certificate is a related document that will establish Champaign County's commitment to future maintenance of Art Bartell Road and the County's commitment to ongoing compliance with the Intergovernmental Agreement between Champaign County, the Urbana Park District, and the City of Urbana for storm water drainage facilities in Weaver Park that was part of the original Special Use Permit for the Nursing Home. A Draft Owner's Certificate will be handed out at the Committee meeting.

Copies of the revised Plat, the Owner's Certificate, and the related applications will be available at the meeting. If the County Board approves the Plat at the full Board meeting on October 19, a complete application package will be ready to submit to the City of Urbana.

CONFORMANCE WITH URBANA ZONING ORDINANCE

The Nursing Home was originally authorized by the City of Urbana as a Special Use Permit in City of Urbana Ordinance No. 2004-04-045. It is not clear whether the subdivision will have any effect on that Special Use Permit. County staff hopes to hear from Urbana in the next few days whether the existing Special Use Permit will be affected by the subdivision and an update should be available at the Committee meeting.

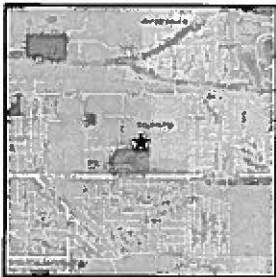
ANTICIPATED TIMELINE

If the County Board authorizes the Board Chair's signature on the Plat and Variance documents at the October 19 County Board meeting the following timeline is the quickest possible timeline based on the published calendar of the Urbana Plan Commission:

- 10/12/17 Preview at Urbana Plan Commission
- 10/19/17 County Board sign-off on all necessary applications
- 11/09/17 Urbana Plan Commission meeting for Minor Subdivision Review
- 11/20/17 Urbana City Council meeting for Minor Subdivision

ATTACHMENTS

- A Minor Plat Champaign County Nursing Home Subdivision (received 10/04/17)

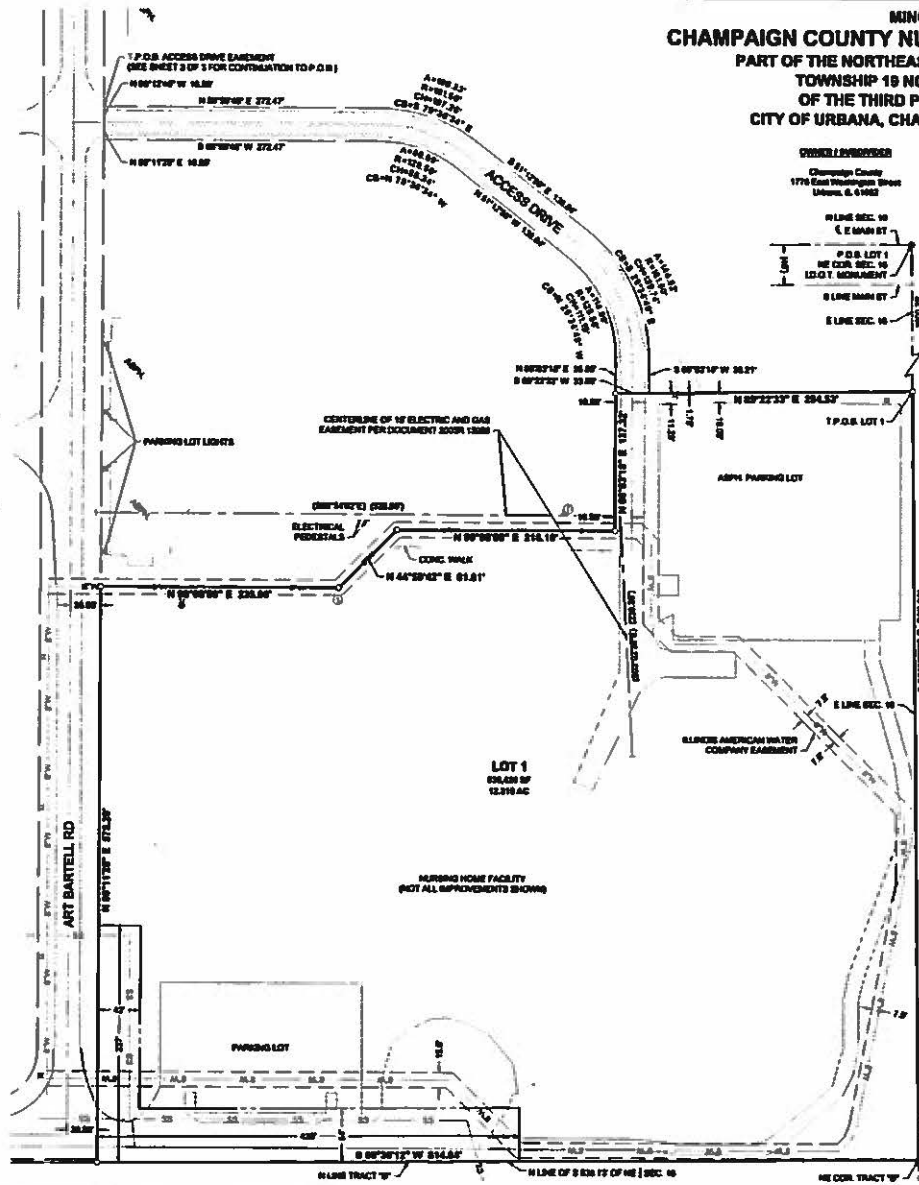


VICINITY MAP



LEGEND

- PROPERTY BOUNDARY LINE
- - - PROPERTY LINE
- - - EASEMENT LINE
- - - PROPOSED EASEMENT FOR DRAINAGE AND PUBLIC UTILITIES
- - - PROPOSED EASEMENT FOR HIGHWAYS, DRAINAGE, AND PUBLIC UTILITIES
- - - ROAD CENTERLINE
- - - CONCRETE CURB AND GUTTER
- - - EDGE OF CONCRETE PAVEMENT
- - - EDGE OF ASPHALT PAVEMENT
- - - APPROXIMATE EDGE OF PAVEMENT
- - - FENCE LINE
- - - EDGE OF BUILDING
- - - WATER LINE
- FOUND IRON ROD OR PIPE
- SET "X" FROM ROAD WITH "X" CAP
- FOUND I.R.O.T. MONUMENT
- FOUND IRON ROD IN CONCRETE MONUMENT
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE MANHOLE
- LIGHT POLE
- WOOD HOLE
- ASPHALT SURFACE
- CONC. SURFACE
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- SEC. SECTION
- COR. CORNER
- W.C. WITHING CORNER
- B.S. BOUNDARY DESCRIPTION
- M.S. MEASURED DIMENSION
- C.S. DIMENSION OF RECORD



MINOR PLAT
CHAMPAIGN COUNTY NURSING HOME SUBDIVISION
 PART OF THE NORTHEAST QUARTER OF SECTION 16,
 TOWNSHIP 19 NORTH, RANGE 9 EAST
 OF THE THIRD PRINCIPAL MERIDIAN,
 CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

PRESENTED FOR RECORDING BY:

 RETURN ORIGINAL TO:
 MSA Professional Services
 201 West Springfield Avenue, Suite 400
 Champaign, IL 61820

CHAMPAIGN COUNTY
 Champaign County
 1710 East Thompson Street
 Urbana, IL 61802

PREPARED BY:
 MSA Professional Services
 201 West Springfield Avenue, Suite 400
 Champaign, IL 61820

SPACE RESERVED FOR RECORDERS STAMP

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

I, David E. Attkley, being duly Licensed Professional Land Surveyor Number 2889, do hereby certify that in the presence of the proper witnesses, I have caused a survey to be made and a plat to be drawn under my direct supervision of the following described tract of land:

Part of the Northeast Quarter of Section 16, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at the southeast corner of Section 16, a point on the southeast of East Main Street, measured South 89°27'27" East 1000.00 feet along the west line of said Section 16 to the True Point of Beginning, thence southerly along the east line of said Section 16 South 89°27'27" East 767.00 feet to the southeast corner of Tract "W" as depicted by a plat of survey by Charles S. Danner dated November 3, 1998, thence South 89°28'27" West 914.04 feet along the east north line of Tract "W" as depicted by the east part of survey by Charles S. Danner to the southeast corner of the lot of Art Bartlett, thence South 89°11'23" East 574.00 feet along the east line of said tract of Art Bartlett, thence North 89°10'50" East 128.00 feet, thence North 47°28'14" East 91.81 feet, thence North 89°08'07" East 316.10 feet, thence North 89°28'07" East 127.20 feet, thence North 89°27'27" East 204.50 feet to the West Point of Beginning on the east side of the Section 16.

Said land containing 12.916 acres, more or less.

For and among the parties to facilitate the development of said land by subdividing a lot into which said plat is shown, the following is stipulated preliminary description and area both the site into which said land has been subdivided and hereinafter described, which contains one acre or more and contains within the proper dimensions in feet and hundredths of feet of said lot and that said subdivision has been made upon said plat and that of building sections, from which to be commenced with appropriate survey monuments.

That said subdivision is to be known as "Champaign County Nursing Home Subdivision."

Signed and Dated this ____ day of October, 2017.

David E. Attkley
 Illinois Professional Land Surveyor No. 2889
 License Expires November 30, 2019



DRAINAGE STATEMENT

We hereby state that to the best of our knowledge and belief the drainage of surface waters of the tract set out and described by the subdivision of this subdivision at any part thereof or that if such surface water drainage will be changed, reasonable precautions have been made for collection and diversion of such surface waters into public areas, or drains which the subdividers have a right to use, and that such surface waters will be allowed to flow in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property owners of the subdivision.

David E. Attkley
 Illinois Professional Land Surveyor No. 2889
 License Expires November 30, 2019



David E. Attkley
 Champaign County

APPROVED:

 City Engineer

 Director, Community Development Services

 Surveyor, Urban Plan Commission

Date: _____

Attest: _____ City Clerk _____ Date

FLOOD ZONE CLASSIFICATION

The proposed tract is located in Zone "X-1" areas determined to be outside the 1% annual chance floodplain, identified for the City of Urbana, Illinois by the Federal Emergency Management Agency (FEMA), National Flood Insurance Program, Flood Insurance Rate Map Number 1706C 043 ED, dated October 2, 2013.

SURVEYOR'S NOTES

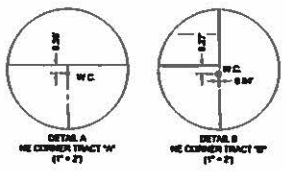
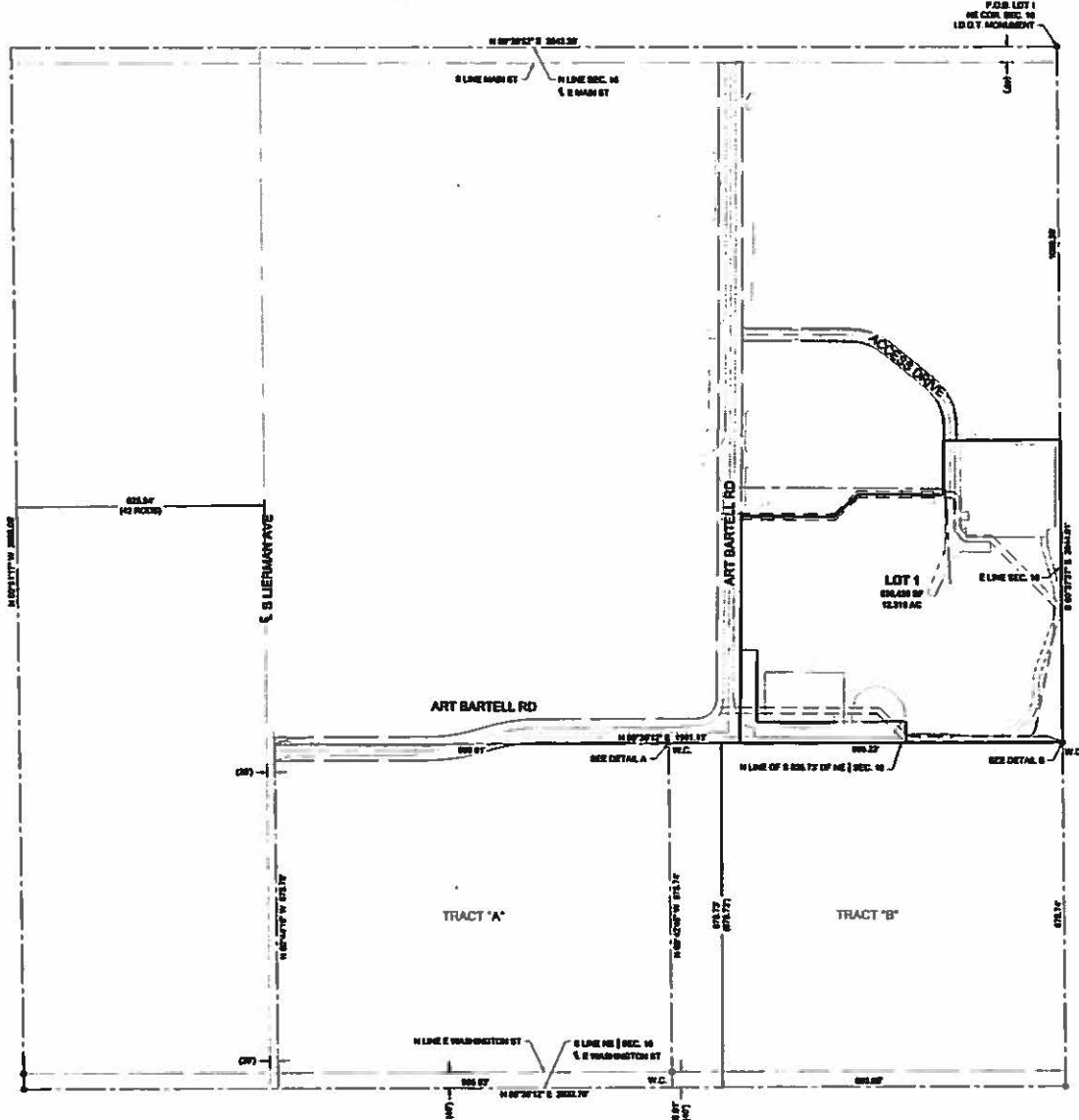
1. Plat with this plat of survey was completed on August 28, 2017.
2. All dimensions are surveyed distances and are between adjacent monuments unless otherwise noted.
3. Obstructions on this plat of survey are on the ground shown thereon, East Zone (940 27) as referenced from a Corner and Axiomatic plat of survey dated November 3, 1998.
4. All lot corners are marked on stones. All set lot corners are shown as with 1/2" x 3/4" iron bar and monuments.
5. The locations of utility lines shown hereon are based on above ground structures observed by and drawings provided to the surveyor.
6. Please water management to leave the property subdivided on-going in the Subdivision Area Reservoir Improvement Project.
7. The property subdivided encompasses 12.916 acres, more or less.
8. The property subdivided lies within the corporate limits of the City of Urbana.
9. The property subdivided lies within the Urban Branch Drainage District.
10. No portion of the property subdivided lies within 500 feet of a pond or a water stream which drains over 140 acres.
11. The property subdivided is zoned C-2 (Community-Center-Use) by the City of Urbana, Illinois. All building setbacks there shall be in accordance with applicable zoning ordinances.
12. This professional opinion conforms to the current Illinois minimum standards for a boundary survey.
13. The easements for Art Bartlett Road and the access drive are non-adjacent lots, and the easements of the road, drainage ditches, and future easements within the subdivision are the responsibility of Champaign County to perpetuity.

PROJECT NO.	190900	SCALE AS SHOWN	NO. 001	DATE	10/2017
PROJECT NAME	CHAMPAIGN COUNTY NURSING HOME SUBDIVISION	DESIGNED BY	MSA	CHECKED BY	MSA
P.L.	10/16				

MSA ARCHITECTURE | ENGINEERING | ENVIRONMENTAL PLANNING | PLANNING | SURVEYING
 201 West Springfield Avenue, Suite 400
 Champaign, IL 61820
 (312) 82-4074 (617) 521-0000
 www.msa-ill.com

CHAMPAIGN COUNTY NURSING HOME SUBDIVISION
 CHAMPAIGN COUNTY
 CITY OF URBANA, ILLINOIS

MINOR PLAT - BOUNDARY AND ACCESS DRIVE EASEMENT
 19033000
 1 OF 3



PROJECT NO.	000000	SCALE AS SHOWN	NO.	040	REVISION	
PLANNED DATE	SEP 2000	DRAWN BY	GP			
F.A.	2001 10 10	CHECKED BY	SLA			

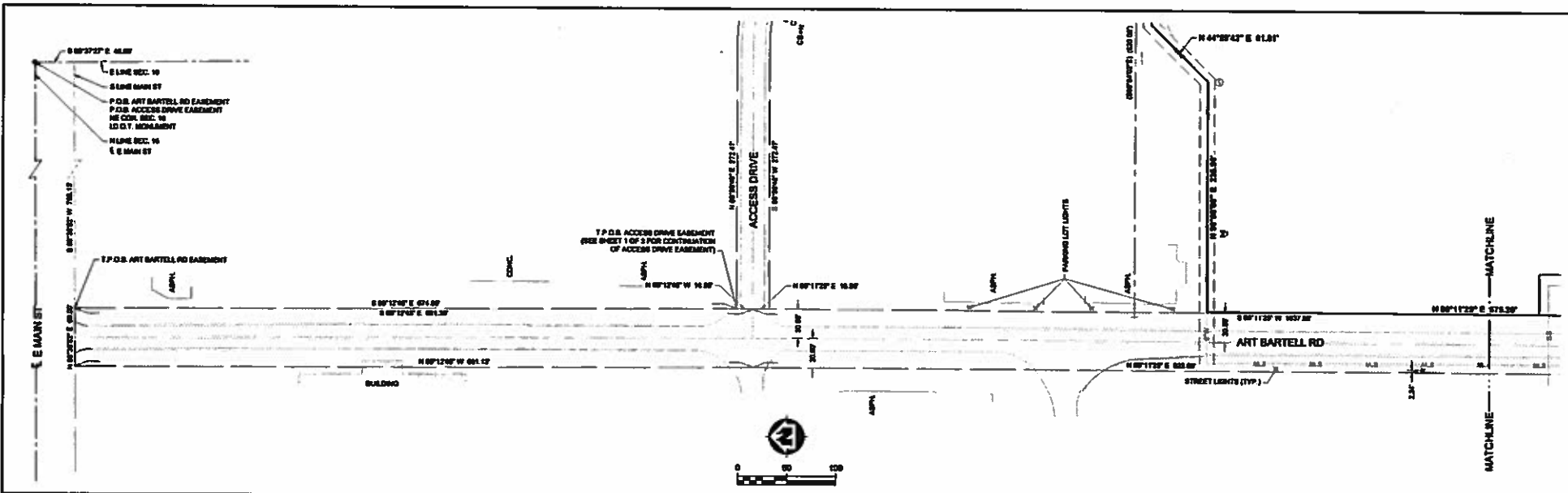
MSA
 ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
 PLANNING | LANDSCAPE | SURVEYING
 200 W. Springfield Ave. Champaign, IL 61820
 (217) 244-9000 (217) 244-9002
 www.msa-ill.com
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CHAMPAIGN COUNTY NURSING HOME SUBDIVISION
 CHAMPAIGN COUNTY
 CITY OF URBANA, ILLINOIS

MINOR PLAT - SECTION TIES

PLAT NO.
16933000
 SHEET
2 OF 3

CB



LEGAL DESCRIPTION FOR ART BARTELL ROAD INGRESS/EGRESS, DRAINAGE, AND PUBLIC UTILITIES EASEMENT

Part of the Northwest Quarter of Section 16, Township 18 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at the southeast corner of Section 16, a point on the northwest of East Main Street, proceed South 89°27'21" East 48.00 feet along the east line of said Section 16 to the south line of the East Main Street right-of-way, thence South 89°27'21" West 795.12 feet along the said south line of the East Main Street right-of-way to the True Point of Beginning, thence South 89°27'21" East 891.20 feet, thence South 89°12'23" West 1837.88 feet westerly with the proposed east line of Lot 1 of Champaign County Nursing Home Subdivision to a point 2.94 feet north of the south line of East 70' as depicted by a plat of survey by Charles E. Chappell dated November 3, 1988, thence South 89°27'21" West 893.00 feet, thence 126.52 feet along a curve to the left with a radius of 425.00 feet and a chord bearing of South 89°40'28" West, thence 121.04 feet along a curve to the right with a radius of 425.00 feet and a chord bearing of South 89°40'28" West, thence South 89°27'21" West 360.48 feet to the east line of South Lorraine Avenue, thence North 89°47'10" West 63.00 feet along the said east line of South Lorraine Avenue, thence North 89°27'21" East 388.00 feet, thence 122.00 feet along a curve to the left with a radius of 425.00 feet and a chord bearing of South 89°40'28" East, thence North 89°27'21" East 367.00 feet, thence 73.00 feet along a curve to the left with a radius of 425.00 feet and a chord bearing of South 89°40'28" East, thence North 89°17'23" East 123.00 feet, thence North 89°27'21" West 491.12 feet to the said south line of the East Main Street right-of-way, thence South 89°27'21" East 88.00 feet along the said south line of the East Main Street right-of-way to the True Point of Beginning.

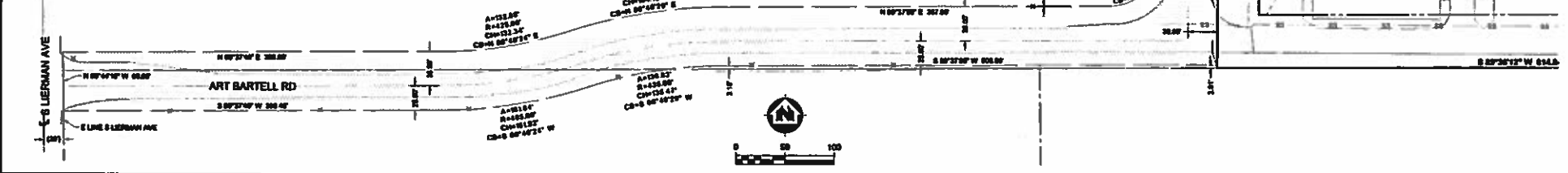
Real tract containing 2.264 acres, more or less.

LEGAL DESCRIPTION FOR ACCESS DRIVE EASEMENT

Part of the Northwest Quarter of Section 16, Township 18 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at the southeast corner of Section 16, a point on the northwest of East Main Street, proceed South 89°27'21" East 48.00 feet along the east line of said Section 16 to the south line of the East Main Street right-of-way, thence South 89°27'21" West 795.12 feet along the said south line of the East Main Street right-of-way to the proposed east line of the Art Bartell Road easement, thence South 89°27'21" East 624.00 feet along the proposed east line of the Art Bartell Road easement to the True Point of Beginning, thence North 89°27'21" East 272.47 feet, thence 388.23 feet along a curve to the right with a radius of 101.00 feet and a chord bearing of South 79°28'24" East, thence South 89°12'23" East 126.04 feet, thence 144.22 feet along a curve to the right with a radius of 101.00 feet and a chord bearing of South 79°28'24" East, thence South 89°12'23" East 261.14 feet to the proposed north line of Lot 1 of Champaign County Nursing Home Subdivision, thence South 89°27'21" West 23.00 feet along the proposed north line of Lot 1 of Champaign County Nursing Home Subdivision to a proposed southeast corner of Lot 1 of Champaign County Nursing Home Subdivision, thence North 89°27'21" East 35.00 feet, thence 114.00 feet along a curve to the left with a radius of 120.00 feet and a chord bearing of North 89°27'21" West, thence North 89°12'23" West 120.00 feet, thence 68.00 feet along a curve to the left with a radius of 120.00 feet and a chord bearing of North 79°28'24" West, thence South 89°27'21" East 272.47 feet to the said proposed east line of the Art Bartell Road easement, thence South 89°17'23" East 96.00 feet along the east proposed east line of the Art Bartell Road easement, thence North 89°12'23" West 10.00 feet along the said proposed east line of the Art Bartell Road easement to the True Point of Beginning.

Real tract containing 0.310 acres, more or less.



PROJECT NO.	DATE	SCALE	BY	CHECKED	DATE	REVISION	NO.
PROJECT NAME	SEP 2010	AS SHOWN	MSA	MSA			
7.5	2010.10.16						



ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
PLANNING | PLANNING | SURVEYING
265 W. Springfield Ave. Champaign, IL 61820
(217) 243-6000 (217) 243-6822

CHAMPAIGN COUNTY NURSING HOME SUBDIVISION
CHAMPAIGN COUNTY
CITY OF URBANA, ILLINOIS

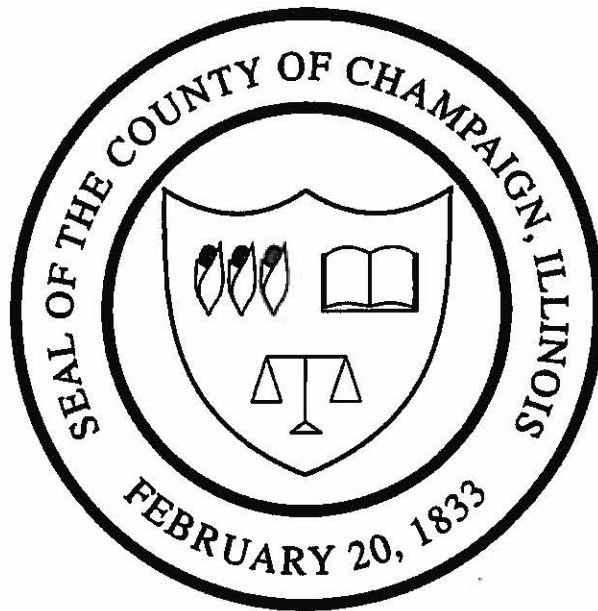
MINOR PLAT - ART BARTELL ROAD RIGHT-OF-WAY
PLAT NO. 19933000
SHEET 3 OF 3

06

Request for Proposal

Champaign County Nursing Home

RFP 2017-012



Issue Date: October 23, 2017

REQUEST FOR PROPOSAL (RFP 2017-012)
Champaign County Nursing Home

October 23, 2017

The County of Champaign invites you to submit proposals in accordance with the requirements documented within this Request for Proposal ("RFP"). You must carefully read the attached documents and follow the procedures as outlined to be considered for evaluation and selection. Please refer to section II for complete instructions for submissions.

The proposal shall include the entire response to this Request for Proposal document and any amendments which may subsequently be issued. Proposals received after the deadline stated in this RFP will be considered a late and will be disqualified from further consideration.

Thank you for your interest in this Request for Proposal.

Sincerely,

A handwritten signature in black ink that reads "Richard S. Snider". The signature is written in a cursive style with a large initial "R".

Richard S. Snider
County Administrator

I. INTRODUCTION

Champaign County, Illinois (the "County") is requesting proposals for the sale, transfer, or other disposition of the Champaign County Nursing Home ("CCNH") located at 500 South Art Bartell Road, Urbana, Illinois, in as-is condition. CCNH is a 220-bed long-term care and rehabilitation facility with a license for 243 beds. Built in 2005, the building includes an adult day care unit, a secured memory care unit and a recently remodeled wing to support a rehabilitation-to-home unit with private rooms. It is fully licensed by the Illinois Department of Public Health, and is certified by Medicare and Medicaid.

The County of Champaign has a population of 201,082 according to the 2010 U.S. Census. Urbana is the county seat and is part of the Champaign-Urbana Metropolitan Statistical Area that includes Champaign, Ford, and Piatt Counties in Illinois. The MSA population is 231,891 as of the 2010 U.S. Census.

II. INSTRUCTIONS TO PROPOSERS

1. All proposals will be submitted in hard copy and .pdf format to:

Richard S. Snider
County Administrator
Brookens Administrative Center
1776 East Washington
Urbana, IL 61802
rsnider@co.champaign.il.us

AND

Mr. Joshua Jandris and Mr. Mark Myers
Institutional Property Advisers ("IPA")
8750 W. Bryn Mawr, Suite 650
Chicago, IL 60631 773/867-1482 (tel), 773/867-1510 (fax)
jjandris@ipausa.com
mmyers@ipausa.com

2. All responses to this RFP must be delivered in a sealed envelope clearly labeled "RFP 2017-012 - Champaign County Nursing Home." All proposals must be received by 2:00 pm Central time on Tuesday, December 22, 2017. One (1) original, and one digital/electronic copy of your response to this RFP must be submitted to both locations listed in paragraph 1. Proposals arriving after the deadline will not be accepted.
3. Proposals should provide a concise and accurate description of Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

4. An authorized representative of the Proposer must complete and sign the proposal.
5. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.
6. In submitting information, it is understood by the undersigned that the right is reserved by the County to accept any submissions, to reject any and all submissions, and to waive any irregularities or informalities which are in the best interest of the County.
7. Property Information: Additional information regarding the property, including: Facility Information, Offering Materials, Due Diligence Information & Proposers Package, can be found at:

[https://liaison3.marcusmillichap.com/\[insert address here\]](https://liaison3.marcusmillichap.com/[insert address here])

Site Visits: Site visits will be held at the facility. Contact Ryan Diak at rdiak@ipausa.com or 773-867-1566 for tour dates and times. Proposers found visiting the site without prior authorization may result in a rejection of that proposal.

III. TERMS AND CONDITIONS

Sale Terms: The minimum acceptable purchase proposal is eleven million dollars (\$11,000,000). Only purchase proposals equal to or above \$11,000,000 will receive consideration. CCNH will be sold to a single entity or multiple entities controlled by the same Proposer. All proposals must be submitted with a certified check in the amount of two hundred fifty thousand dollars (\$250,000), payable to "Champaign County, Illinois" as an earnest money deposit. All Proposers will be required to provide evidence of sufficient assets to purchase the property. Sufficient evidence may include but is not limited to, copies of bank statements, firm lenders' commitments from reputable lending institutions, brokerage accounts in the names of the principals of the Proposer, or a combination of the aforementioned documents, evidencing sufficient liquid assets to close the transaction. *Persons who have not timely delivered the earnest money or who have not provided evidence of sufficient assets will not be considered.* The two hundred fifty thousand dollars (\$250,000) earnest money will be returned to all Proposers, except for the successful Proposer (hereinafter, the "Purchaser"), if any, upon the acceptance of a winning proposal by the County. The two hundred fifty thousand dollar (\$250,000) earnest money deposit shall be transferred to the title company and applied to the Purchaser's total ten percent (10%) earnest money deposit. The County will only accept purchase proposals calling for an all cash purchase of the property. Full payment of the purchase price must be received within the time frames set forth in the form purchase agreement. The Purchaser will be required to pay, by either cash or by

certified check, a deposit equal to ten percent (10%) of the purchase price, less the initial two hundred fifty thousand dollar (\$250,000) deposit, within five business days of acceptance of the successful proposal, without respect to the execution of the purchase agreement. The total earnest money deposit of the Purchaser will be non-refundable, with the total deposit to be credited against the purchase price at closing.

Prior to submitting a proposal, all Proposers must contact Marcus & Millichap Real Estate Investment Services, by specifically calling or emailing either Joshua T. Jandris at jjandris@ipausa.com (773) 867-1482 or Mark L. Myers at Mmmyers@ipausa.com (773) 867-1470.

THE SALE OF THE PREMISES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

1. The sale shall be "as is" and the County will make no representations or warranties as to the condition of the property, building or personal property located in the facility.
2. Any sale shall be subject to the final approval of the Champaign County Board. Illinois statute (55 ILCS 5/5-21001), which requires the approval of a two-thirds (2/3) majority of the County Board to authorize a sale or other disposition of the subject property.
3. Closing will occur thru an escrow handled by First American Title Insurance Company.
4. The Purchaser must affirmatively covenant to maintain a skilled nursing facility with 220 beds on the real property and the additional permitted uses thereon shall be limited to a skilled nursing facility, geriatric center, long-term care facility or assisted living facility. These restrictions shall survive the closing, be added to the deed and shall not expire until December 31, 2027.
5. The Purchaser must agree to assume the existing collective bargaining agreements at the facility with American Federation of State, County, and Municipal Employees (AFSCME) Council 31.
6. The Purchaser must agree to re-hire all of the existing employees who pass a background check, not terminate 10% or more of the employees within the first 60 days following the Closing Date and not terminate 20% or more of the current employees during the first 6 months after the Closing Date, all at their current salary levels are not less than provided to them currently, with benefits similar to those currently received by existing employees during such period.
7. What is the Proposer's experience, and what will it offer to the County, concerning issues such as staff training, relationships with family members, resident activities, enhancing resident and facility quality of life, etc.?

8. Priorities for admissions shall first be given to Champaign County residents for a period of 10 years. Each proposal shall indicate how the Proposer plans to address future admissions policies. For example, what is its experience in other facilities with Medicaid admissions, residents with behavioral issues, etc.? What is its historical case mix? What is its history of dealing with short-term acute care and rehabilitation residents versus longer-term residents, and with Alzheimer's and dementia residents? What would the Proposer anticipate with regard to its admissions priorities if it buys CCNH? Purchaser must agree to set aside a minimum of 50% of the licensed Long-Term Care Facility beds to Medicaid payees for a period of not less than 10 years following Closing.
9. CCNH currently benefits from two volunteer organizations: CCNH Auxiliary and Friends of Champaign County Nursing Home Foundation. What experience does the Proposer have with such organizations at other facilities? How has the Proposer worked with such volunteer organizations to enhance residents' life, family experience or the physical plant itself?
10. Current residents at CCNH shall have the right to remain in the facility as long as they desire, so long as they are eligible to receive care at a SNF level of care. The Proposer agrees to comply with the federal OBRA regulations pertaining to safe and appropriate discharge of current residents. Past and previous experience with residents in other facilities owned by the Proposers shall be referenced. Proposers shall outline what commitments they propose to make to current residents and their families concerning coverage in a quality setting, and for what period of time (including how they have handled any similar purchase transitions in the past). To further demonstrate the Proposer's experience in the long-term care setting to serve elders, please provide Department of Health survey data for three years for your home/homes that demonstrates your commitment to quality and problem resolution. This should also be accompanied by CASPER aggregate data for two years (facility characteristics report and facility quality measures report). The Proposer is required to provide the most recent aggregate Medicare.gov State Rating for every facility in which the Proposer has a majority interest, including the star ratings for health inspections, staffing, and quality measures.
11. An issue of concern to the County in any potential sale is reduced public accountability for the operations of CCNH, and the related issues of how responsible or accountable a new owner would be to the public. How will the Proposer address that issue (i.e., how will it propose to work with and be accountable to the community)?
12. Proposers are encouraged to comment on any innovations in resident/patient care with which they have current experience and which they might wish to consider implementing should they purchase CCNH. Additionally, Proposers will outline for the County, the plans they have to expand the types of care and services offered by the facility, including any additional expansion of the continuum with independent or assisted living, or the addition of various high acuity care services such as bariatric,

wound care, head trauma, ventilator care, renal care, outpatient rehab, and how the Proposer has implemented such services at its other nursing facilities. The Proposer will demonstrate how it has worked synergistically with local health care providers (hospitals, doctors, and so forth) in the markets where they operate.

13. The sale is subject to the County and Proposer complying with all municipal, County, State and Federal rules, regulations, mandates and laws, relative to the sale of the nursing home and relative to the present nursing home labor force and employees.
14. As to a sale of CCNH, the County requires that there be no contingencies to closing except as set forth in the form Purchase Agreement, which does include the Proposer having secured a comfort letter from IDPH to operate CCNH. To the extent there are additional contingencies to closing, those contingencies will count against the proposal, including any financing contingency. The County prefers that the successful Proposer demonstrate that it either has the entire purchase price in readily available liquid assets, or that it possesses a loan proposal from an institutional lender sufficient along with its equity to acquire CCNH.
15. The form Purchase Agreement attached hereto (along with the form of Operations Transfer Agreement) must be materially agreed to as a condition of purchase.
16. The County has established positive relationships with its vendors at CCNH. Many of these vendors employ County residents. The Proposer shall agree to accept those service contracts listed on the Operations Transfer Agreement.
17. **FOR THE PURPOSES OF A COMPLETE BID SUBMISSION, INTERESTED PARTIES SHOULD USE THE ABOVE TERMS AND CONDITIONS AS AN OUTLINE FOR THEIR REQUEST FOR PROPOSAL.**
18. All proposals must include at least five (5) references, complete with contact name, address, telephone number, e-mail address and connection to the Proposer. The County reserves the right to contact additional individuals associated with the Proposer.
19. All Proposers should demonstrate to the County that the Proposer has the capability and resources to perform the requirements of this request, and that it has the integrity, experience and reliability to ensure good faith performance in meeting the expectations of this request for proposal, should the Proposer's offer be accepted.
20. The County reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of a purchase agreement acceptable to the County. Priority for the final selection will be given to those proposals that best meet the requirements set forth in the RFP and are in the best interest of the County.
21. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

22. The executed purchase agreement must be on the form attached hereto, shall contain, at a minimum, all applicable provisions of the RFP, and shall not deviate from the form in any material manner. The County reserves the right to reject any agreement that does not conform with the form purchase agreement, this RFP and any County requirements for agreements and contracts.
23. The County shall not be responsible for any costs incurred by the Proposer in preparing, submitting, or presenting its response to the request for qualifications.
24. All proposals submitted to the County are subject to the Illinois Compiled Statutes Chapter 5, Section 140 (5 ILCS 140/Freedom of Information Act). Any information submitted in a proposal which the Respondent considers to be proprietary or otherwise exempt from disclosure, the Respondent must invoke, in writing, the exemption(s) to disclosure provided by 5 ILCS 140/Freedom of Information Act in its proposal by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Furthermore, to designate portions of the bid as confidential, the Respondent must:

Mark the cover page as follows: "This proposal includes trade secrets or other proprietary data."

Mark each sheet or data to be restricted with the following legend: "Confidential: Use of disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

Provide an electronic, redacted copy of the entire bid or submission in .pdf format for posting on the County's website for public inspection. Respondent is responsible for properly and adequately redacting any proprietary information or data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide an electronic version of a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

Champaign County will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against Champaign County or its agents for its determination in this regard and disclosure of information. At some point after proposal opening, all opened proposals will be made available for public inspection consistent with 5 ILCS 140/Freedom of Information Act. If a contract is awarded through this RFP, the awarded contract will also become a public record consistent with 5 ILCS 140/Freedom of Information Act. The County has the right to use any or all

information/material submitted. Champaign County reserves the right to make an award to the Respondent offering a proposal in the best interests of the County and meeting all the requirements of this RFP.

IV. PROPOSAL FORMAT

1. The proposal must be presented in the order as described. To be considered substantive, the proposal must respond to all requirements of this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

V. TIMELINE

Publication of RFP and Opening of Marketing Room	October 23, 2017
Questions Due	November 22, 2017
Addendum or Addenda Issued	December 6, 2017
Pre-Proposal Site Visits, if any	December 6-8, 2017
Proposals Due – Bid Deadline	December 22, 2017
Tour of Proposers Facilities and Interviews	January 8-19, 2018
Select Qualified Buyer and Close Bidding Process	After January 8, 2018 and Before March 1, 2018

ASSET PURCHASE AGREEMENT

by and among

THE COUNTY OF CHAMPAIGN, ILLINOIS,
a public body corporate and politic of the State of Illinois,
as Seller

and

[PURCHASER, LLC],
an [Illinois limited liability company],
as Purchaser

_____, 2018

Champaign County Nursing Home
500 South Art Bartell Road
Urbana, Illinois 61802

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SCHEDULES AND EXHIBITS

Schedule 9(c)	Permitted Title Exceptions
Schedule 13(h)	Litigation
Exhibit A	Legal Description of Facility
Exhibit B	Strict Joint Order Escrow Agreement
Exhibit C	Operations Transfer Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____, 2018 (the "**Effective Date**") by and between **THE COUNTY OF CHAMPAIGN, ILLINOIS**, a public body corporate and politic of the State of Illinois ("**Seller**"), as seller, and **[PURCHASER, LLC]**, an [Illinois limited liability company] ("**Purchaser**"), as purchaser.

RECITALS

A. Seller owns and is the licensed operator of that certain 220 bed nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the "**Facility**"), including (i) the land on which the Facility is located, which is legally described on **Exhibit A**, attached hereto and made a part hereof, together with all easements, hereditaments, privileges and appurtenances appurtenant thereto (collectively, the "**Land**"), (ii) the buildings and improvements located on the Land, including the Facility and any patios, courtyards, fences, parking areas and storage structures (the "**Improvements**"), and (iii) the furniture, fixtures, equipment and systems located in the Improvements and used in connection with the ownership and operation of the Facility (the "**FF&E**").

B. Seller desires to sell and transfer the Property (as hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

C. Concurrent with the closing of the transactions contemplated herein, Purchaser may; as lessor, enter into a new lease agreement for the Facility with [New Operator, LLC], an [Illinois limited liability company] ("**New Operator**"), pursuant to which New Operator, as lessee, shall be the new licensed operator of the Facility.

D. Certain operational matters related to the transfer of the operations of the Facility from Seller to New Operator not otherwise addressed herein shall be handled pursuant to the terms of a separate operations transfer agreement (the "**OTA**") to be entered into by and among Seller, New Operator and SAK Management Services, LLC ("**Manager**"), which shall govern with respect to the transfer of the operations of the Facility from Seller and Manager to New Operator and shall provide for a closing thereunder concurrent with the Closing (as hereinafter defined) under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Purchase Price (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **PURCHASE AND SALE.** On the terms and conditions set forth herein, (a) Seller shall sell, assign, transfer, convey and deliver fee simple title in the Real Property to Purchaser on the Closing Date and Purchaser shall purchase the Real Property from Seller free and clear of all liens other than Permitted Exceptions (as defined herein), (b) Seller shall sell,

assign, transfer, convey and deliver the Personal Property to Purchaser and Purchaser shall purchase, receive and accept the Personal Property from Seller free and clear of all liens, and (c) Seller shall assign, transfer, convey and deliver the Intangible Property to Purchaser, and Purchaser shall purchase, receive and accept the Intangible Property from Seller free and clear of all liens.

2. **THE PROPERTY.** The "**Property**" shall collectively be the following:

a. **Real Property.** The real property shall consist of all of Seller's right, title and interest in: (i) the Land, (ii) the Improvements, (iii) the FF&E, (iv) any other interest of Seller in all easements, if any, to the extent of any such interest of Seller and (v) any other structure or improvements located on the Land (collectively, the "**Real Property**").

b. **Personal Property.** The personal property shall consist of all of Seller's right, title and interest in the computer hardware, telephones and telephone systems, non-proprietary marketing and promotional materials relating to the Facility, including data from websites or internet domains associated with the Facility, non-proprietary stationery, kitchen equipment, resident room furnishings in the possession of Seller or relating to the Real Property or the Improvements and all other tangible property and assets (except for FF&E) that is located on the Real Property and utilized in connection with the owning, operating or managing of the Facility (collectively, the "**Personal Property**").

c. **Intangible Property.** The intangible property being assigned, set over and transferred by Seller to Purchaser shall consist of: (i) any special use permits from the city or municipality, (ii) any certificate of need, (iii) goodwill associated with the business and the reputation of the Facility, and (iv) any third party warranties or guaranties associated with the Property, all to the extent related specifically to the Facility and as assignable by law (collectively, the "**Intangible Property**").

3. **EXCLUDED PROPERTY.** Notwithstanding those items set forth in **Section 2** above, the following shall be excluded from the sale by Seller to Purchaser hereunder (collectively, the "**Excluded Property**"): (a) cash and cash equivalents, short-term investments and third-party payor settlements, (b) Seller's rights under this Agreement and the agreements to be executed in connection herewith, (c) Seller's organizational documents, (d) personal property owned by residents of the Facility and not by Seller, (e) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility, except to the extent Seller's interest in such leased property is legally transferable and expressly assumed by Purchaser or New Operator under this Agreement or the OTA, (f) any confidential or proprietary information of Seller or Seller's affiliates that is not primarily used or held in connection with the Facility, (g) any accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Closing Date, (h) any property or confidential or proprietary information of Seller or any of its affiliates that is not primarily used or held in connection with the Facility, and (i) any items transferred pursuant to the terms of the OTA.

4. **CLOSING.**

a. **Closing Date.** The closing of the purchase and sale pursuant to this Agreement (the "*Closing*") shall take place through an escrow (the "*Closing Escrow*") to be established with First American Title Insurance Company (the "*Title Company*"), pursuant to escrow instructions that conform to the terms hereof, on [____], 2018, to be effective at 12:01 a.m. on the following day (the "*Closing Date*"), provided that all other conditions to close as set forth herein have been satisfied or waived pursuant to the terms of this Agreement prior to the Closing Date.

b. **Possession.** All FF&E and Personal Property shall be located at the Facility on the Closing Date. After the Closing, Purchaser shall have free and clear title to the Property, subject to the Permitted Exceptions, and be entitled to possession of the Property, subject only to the possessory rights of the residents at the Facility in accordance with ordinary course operation of the Facility.

5. **PURCHASE PRICE.**

a. **Purchase Price.** In consideration for the conveyance of the Property, Purchaser shall pay to Seller the amount of _____ MILLION _____ HUNDRED THOUSAND DOLLARS (\$____,____,000.00) (the "*Purchase Price*"), payable in immediately available funds on the Closing Date, plus or minus the credits and proration set forth in this Agreement.

b. **Escrow Deposit.** Purchaser previously deposited with Seller the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as earnest money (the "*Initial Escrow Deposit*"). Within one (1) business days after the Effective Date, Seller and Purchaser shall execute the Strict Joint Order Escrow Instructions in the form of Exhibit B. Within three (3) business days of the execution of this Agreement, Seller shall transfer the Initial Escrow Deposit into the escrow established with the Title Company and Purchaser shall deposit with Title Company the additional amount of Eight Hundred Thousand Dollars (\$800,000.00) (the "*Additional Escrow Deposit*" and, collectively with the Initial Escrow Deposit, the "*Escrow Deposit*"). The Escrow Deposit and any interest earned thereon shall be credited to Purchaser against the Purchase Price at Closing and transferred to the Closing Escrow for disbursement as provided herein.

c. **Purchase Price Allocation.** Prior to the Closing, the parties to this Agreement expressly agree to use best efforts to allocate the Purchase Price of the Property and among the real, personal and intangible property for all tax purposes. Purchaser's proposal for an allocation shall be delivered to Seller at least five (5) business days prior to the Closing Date. Any such agreed upon allocation shall be memorialized in writing prior to the Closing. After the Closing, the parties shall make consistent use of the agreed upon allocation, fair market value and useful lives for all tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code. In any proceeding related to the determination of any tax, neither party shall contend or represent that such allocation

is not a correct allocation.

6. COSTS AND CREDITS.

a. **Purchaser's Charges.** On the Closing Date, Purchaser shall be responsible for the cost of the Title Commitment, Title Policy (both as hereinafter defined) and recording fees for the Deed.

b. **Seller's Charges.** On the Closing Date, Seller shall be responsible for the cost of recording fees for the Removable Exceptions (as hereinafter defined) and Survey Defects (as hereinafter defined) which Seller is obligated or agreed to correct per Section 9(d).

c. **Attorney's Fees.** Except as otherwise expressly set forth herein, each party hereto shall each pay their own attorney's and other professional fees in connection with this matter.

d. **Escrow Fees.** Seller and Purchaser shall equally pay any Closing escrow fees.

e. **Additional Fees.** Except as expressly provided otherwise in this Agreement, all other transaction costs shall be allocated between Seller and Purchaser in the manner customary for transactions in the location of the Facility.

7. PRORATIONS. The following shall be prorated as of the Closing Date (so that Purchaser receives all of the benefits and revenues, and is responsible for all of the expenses, commencing on the Closing Date and thereafter) and shall be settled by a credit or debit against the Purchase Price at the Closing:

a. **Real Estate Taxes.** The parties acknowledge there are no real estate taxes accrued, due or payable for the period prior to the Closing Date so there shall be no proration of real estate taxes made at Closing.

b. **Utilities.** Seller shall pay all utility charges attributable to the Property through and including the Closing Date that are not otherwise paid or prorated by Seller pursuant to the terms of the OTA. Charges and deposits for water, fuel, gas, oil, heat, electricity and other utility and operating charges and prepaid service contracts will be based upon the last available invoice. Seller will attempt to obtain final utility meter readings as close as possible to the Closing Date.

c. **Operational Prorations.** The operational prorations shall occur pursuant to the terms of the OTA, including without limitation, revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Closing Date occurs, assumed contracts, utilities, prepaid income and expenses, bed taxes, security deposits, employee accruals, resident trust funds and other related items of revenue or expense attributable to the Facility, if any, which shall be prorated as of the Closing Date per the terms of the OTA.

8. **DUE DILIGENCE.**

a. **Due Diligence Items.** Purchaser and Seller acknowledge that prior to the Effective Date, Seller has provided Purchaser with access to an online data room containing copies of due diligence materials in Seller's possession.

b. **Third Party Reports.** Purchaser shall have fifteen (15) business days from the Effective Date ("*Inspection Period*") to conduct a property condition report and environmental study on the Property. Seller shall permit Purchaser and its representatives, lender and lender's representatives, contractors, land surveyors, environmental companies and other agents ("*Representatives*") access to the Real Property in connection with the Purchaser's third party reports, provided that such access rights are not disruptive to the operations at the Facility, provided Purchaser has delivered proof of insurance to Seller, and further provided that Purchaser and its Representatives are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.

c. **Indemnification.** Purchaser agrees to indemnify, defend, protect and hold harmless Seller, and Seller's respective affiliates, members, officers, directors and agents from and against any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from or related to the access rights exercised by Purchaser or its employees, consultants, agents or Representatives under this Agreement. Purchaser shall carry, and shall cause any of its agents or representatives entering onto the Real Property to carry, workers' compensation and general liability insurance in the amount of \$1,000,000 per occurrence, which insurance shall name Seller as an additional insured. Purchaser shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any entry onto or inspection of the Property by or on behalf of Purchaser.

d. **Notice of Termination.** If Purchaser's third party reports disclose over \$150,000 in immediate repairs at the Property (required in the aggregate in the next six months), then Purchaser shall have the right, in its sole discretion, to terminate this Agreement by written notice to Seller, at any time before the end of the Inspection Period ("*Inspection Termination Notice*"), in which event Seller shall promptly direct the Title Company to refund the Escrow Deposit less a \$50,000 termination fee to be delivered Purchaser, and all further rights and obligations of the parties hereto shall cease and terminate without any further liability of either party to the other (except those obligations which expressly survive such termination as provided in this Agreement). If Purchaser does not provide an Inspection Termination Notice on or before the end of the Inspection Period, this specific right of termination shall be itself terminated and, thereafter, Purchaser shall not have any right to terminate this Agreement based on any due diligence and the Escrow Deposit shall be nonrefundable except as otherwise expressly provided in this Agreement.

9. **TITLE AND SURVEY.**

a. **Title Policy.** Purchaser acknowledges that Seller has delivered to it a commitment to issue standard Owner's Title Insurance Policy for the Property (the "**Title Commitment**") from the Title Company showing title to the Real Property vested in Seller. Seller covenants to reasonably cooperate with Purchaser to have the Title Company at Closing issue a title policy from the Title Commitment ("**Title Policy**") or a markup or proforma of the Title Commitment, subject only to the Permitted Exceptions (as hereinafter defined).

b. **Survey.** Purchaser acknowledges that Seller has delivered to Purchaser a proposed Plat of Subdivision for the Property that it intends to have recorded on or prior to the Closing Date. Purchaser may order a new ALTA Survey for the Real Property (the "**Survey**") at its cost.

c. **Permitted Exceptions and Removable Exceptions.** The term "**Permitted Exceptions**" shall mean: (i) the liens of real estate taxes that are not yet due and payable on the Closing Date; (ii) those items set forth on Schedule B to the Title Commitment and set forth on **Schedule 9(c)(ii)**; (iii) those easements described on **Schedule 9(c)(iii)** that the Seller intends on recording at or prior to the Closing; (iv) matters disclosed by the Survey without Survey Defects or that are otherwise accepted by Purchaser per the terms of this Agreement; and (v) the rights of residents in possession. The term "**Removable Exceptions**" shall mean title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that Seller will remove by the payment of money on the Closing Date.

d. **Correction of Survey Defects.** Within thirty (30) days after the Effective Date (the "**Objection Deadline**"), Purchaser shall notify Seller in writing if the Plat of Subdivision or a Survey discloses items that prevent the Property from being operated in substantially the same manner as it is being operated on the Effective Date ("**Survey Defects**"). After receipt of notice from Purchaser, Seller shall have five (5) business days to provide written notice to Purchaser as to whether Seller elects to: (a) correct such Survey Defects before the Closing, (b) have the Title Company commit to insure over the Survey Defect, or (c) not remove or correct any such Survey Defects. If Seller fails to timely respond or elects not to remove or correct any such Survey Defects, then Purchaser may elect within five (5) business days with written notice to Seller to (x) take the Property as it then is; or (b) terminate this Agreement by written notice to Seller (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement) and in which event the Escrow Deposit shall be returned to Purchaser.

10. **PRE-CLOSING COVENANTS.**

a. **Seller's Covenants.** Seller hereby agrees and covenants to Purchaser that between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement or with the prior written consent of Purchaser:

- i. Seller shall use its best efforts to timely obtain any necessary third party consents for the valid conveyance, transfer, assignment or delivery of the Property being transferred per this Agreement.
- ii. Seller shall notify the Illinois Department of Revenue (the “IDR”) and shall request tax clearance certificates from IDR. No later than ten (10) business days prior to the Closing Date, Seller shall (1) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth all IDR debts owed by Seller and (2) provide Purchaser with a statement setting forth the amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.¹
- iii. Seller shall maintain all of its books and records related to the Facility in accordance with past practices.
- iv. Seller shall pay when due all taxes, assessments and charges imposed upon Seller with respect to the Facility.
- v. Seller will satisfy and discharge or contest in good faith all claims, liens, security interests and encumbrances on the Property, except for the Permitted Exceptions.
- vi. Seller shall deliver the Property to Purchaser on the Closing Date in substantially the same condition and repair as on the Effective Date, ordinary wear and tear excepted.
- vii. Seller will not sell any items of machinery, equipment, or other assets or Property used in connection with the Facility, other than in the ordinary course of business.
- viii. Seller shall not make any capital expenditures on the Facility, except (A) in the event of a casualty or condemnation as permitted per the terms of this Agreement, (B) to make ordinary and necessary repairs to the Facility, or (C) to comply with a governmental or Life Safety Code regulation.
- ix. Seller shall not change employment terms for the Facility employees, or institute, amend, or terminate its employment benefit plans, except for normal and customary raises or amendments consistent with prior business practices.
- x. Seller shall maintain in force and renew as necessary on commercially reasonable terms the existing insurance policies as are now in effect for the Property.

¹ Since the County isn't selling substantially all of its assets, the bulk sales and IDR letters may not be required. Let me research this. I would otherwise be concerned because your tax clearance letter will deal with all County employees and not just those at the Nursing Home.

xi. From the Effective Date until through the earliest of the Closing Date or the termination of this Agreement, Seller has not and shall not, directly or indirectly, (a) enter into negotiations with any party other than Purchaser regarding the sale of the Property, or (b) provide information to any party other than Purchaser regarding the sale of the Property.

b. **Purchaser's Covenants.** Purchaser hereby agrees and covenants that between the Effective Date and the Closing Date, Purchaser will (i) require New Operator to make all required applications, file such notices and pay such fees as are necessary in connection with New Operator's efforts to obtain the IDPH Licenses, Medicare and Medicaid provider certification and provider agreements (collectively, the "*Facility Licenses*"), and (ii) cooperate with all reasonable requests from Seller with respect to obtaining any other consents or authorizations related to the sale of the Facility.

c. **General Joint Covenants.** Each party shall promptly notify the other party of any information delivered to or obtained by such party which would impair or prevent the consummation of the transactions contemplated hereby.

11. **CONVEYANCES.** Conveyance of the Real Property to Purchaser shall be by Special Warranty Deed (the "*Deed*"), containing full warranties of title for matters affecting title that occurred during Seller's ownership of the Property, free and clear of all liens, encumbrance and security interests, also containing the covenants set forth in Section 22, subject only to the Permitted Exceptions. Conveyance of the FF&E and Personal Property shall be by Bill of Sale (the "*Bill of Sale*") from Seller to Purchaser containing full warranties of title free and clear of all liens, encumbrances and security interests other than the Permitted Exceptions. Conveyance of the Intangible Property shall be by General Assignment (the "*General Assignment*") from Seller to Purchaser, containing full warranties of title and free and clear of all liens, encumbrances and security interest other than the Permitted Exceptions. Purchaser agrees that the presence of the Personal Property at the Facility on the Closing Date shall constitute delivery thereof.

12. CLOSING DELIVERIES

a. **Purchaser's Closing Deliveries.** On or before the Closing Date, Purchaser agrees that it will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Seller and Purchaser ("*Purchaser's Closing Deliveries*");

i. Deposit by wire transfer into the Closing Escrow, the balance of the Purchase Price due at Closing after crediting the Escrow Deposit, plus or minus the prorations and credits due at Closing.

ii. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a Title Company Disbursement Statement signed by Purchaser approving each and every one of the payments and disbursements made by the Title Company through the

Closing Escrow.

iii. A Certificate of Good Standing or similar document for Purchaser from the Secretary of State of the state in which such Purchaser is organized, and certified copies of the resolutions of Purchaser authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of law relevant to such transactions and certified by the managers of Purchaser as adopted and in full force and effect and unamended as of Closing.

iv. The Escrow Holdback Agreement.

v. A date-down certificate dated as of the Closing Date certifying that all of the representations and warranties made and given by Purchaser in this Agreement are true and correct as of the Closing Date.

vi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

b. **Seller's Closing Deliveries.** On or before the Closing Date, Seller will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Purchaser and Seller ("*Seller's Closing Deliveries*"): .

i. The Deed conveying the Real Property from Seller to Purchaser, executed by Seller.

ii. The Bill of Sale for the FF&E and Personal Property at the Facility from Seller to Purchaser.

iii. The General Assignment for the Intangible Property, from Seller to Purchaser.

iv. Resolutions of the Champaign County Board (the "*Board*") authorizing Seller to execute the closing documents, sufficient in form and content to meet the requirements of law relevant to such transactions, which resolutions shall be certified to be true copies by the Clerk of the Board.

v. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a copy of the Title Company Disbursement Statement signed by Seller approving the payments and disbursements made by the Title Company.

- vi. Any statement, affidavit or undertaking required by the Title Company in order to give Purchaser good and clear title to the Property per the requirements of this Agreement.
- vii. Real Estate Transfer Tax Declarations for the Real Property, if any.
- viii. A date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Closing Date.
- ix. Copies of any payoff letters or releases with respect to any Removable Exceptions and any other mortgage secured by the Property.
- x. The Escrow Holdback Agreement.
- xi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

- a. **Status.** Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.
- b. **Authority.** Seller has the full right, power and authority to enter into this Agreement.
- c. **Necessary Action.** Seller has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Seller.
- d. **Compliance with Agreements.** The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein, and all related documents will not result in a default under any deed of trust, mortgage, note, agreement, organizational document, or other instrument or obligation to which Seller is a party or by which the Property may be bound or affected and which will not be released, paid off or otherwise satisfied in connection with or prior to the Closing.
- e. **Binding Agreement.** This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller and are and will be enforceable against Seller in accordance with the respective terms hereof and thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in

granting equitable remedies.

f. **Title.** Seller has fee simple title to the Real Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, leases, tenancies, licenses, claims and options, except for the Permitted Exceptions.

g. **No Default.** To the best of Seller's knowledge, there is no default by Seller with respect to any obligations under any mortgage, contract, lease or other agreement affecting or relating to the Property.

h. **Litigation.** There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in **Schedule 13(h)**. To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.

i. **AS IS.** Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical condition of the Property, and specifically, the Facility, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Property "**AS IS, WHERE IS AND WITH ALL FAULTS**", in its current condition, subject to reasonable wear and tear. In addition to, and without limiting the foregoing, Purchaser further acknowledges and agrees that the Property is conveyed in its "**AS IS**" condition with respect to environmental matters, and Purchaser hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

j. **Financial Statements.** To the best of Seller's knowledge, the financial statements furnished to New Operator and Purchaser are true, correct and complete in all respects, fairly represent the financial condition of New Operator and are not misleading in any respect.

k. **Survival of Representations or Warranties.** The representations and warranties of Seller under this Agreement shall survive the Closing of the transaction contemplated

hereunder for the period of twelve (12) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 13(a)** (Status) and **Section 13(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

14. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby warrants and represents to Seller that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Purchaser is a [limited liability company] duly formed and validly existing under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Purchaser has full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Purchaser has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Purchaser.

d. **Survival of Representations and Warranties.** The representations and warranties of Purchaser under this Agreement shall survive the closing of the transactions completed hereunder for a period of twelve (12) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 14(a)** (Status of Seller) and **Section 14(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

15. CONDITIONS TO PURCHASER'S OBLIGATIONS. Purchaser's obligations under this Agreement, including the obligation to pay the Purchase Price and close this transaction, are contingent and subject to fulfillment of each of the following conditions prior to the Closing Date, any one of which may be waived by Purchaser in writing (collectively, "**Purchaser's Conditions Precedent**"):

a. **Certification.** Between the Effective Date and the Closing Date, there shall not have been any material adverse change in the regulatory status or condition of any of Seller's certifications for the Facility's participation in the Medicare and Medicaid reimbursement programs.

b. **Seller's Representations, Warranties and Covenants.** Seller's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true as of the Closing Date as though such representations, warranties and covenants were then again made.

- c. **Seller's Performance.** Seller shall have performed all of its obligations and covenants under this Agreement that are to be performed prior to or at Closing.
- d. **Closing Deliveries.** Seller shall have executed and delivered all of Seller's Closing deliveries per Section 12(b).
- e. **Title Insurance.** On the Closing Date, Seller shall deliver insurable fee simple title to the Real Property, subject only to the Permitted Exceptions.
- f. **Change in Ownership.** There has been no change in the ownership, operation or control of the Property (or any portion thereof) between the Effective Date and the Closing Date.
- g. **Absence of Litigation.** No action or proceeding has been instituted or, to Seller's knowledge, threatened before any court or governmental body or authority the result of which is reasonably likely to prevent the acquisition by Purchaser of the Property, or the consummation of the transaction contemplated hereby. There are no orders which are entered after execution of this Agreement and prior to Closing and which shall result in the immediate forced closing of the Facility prior to the Closing Date.
- h. **No Material Adverse Change.** Since the end of the Inspection Period, there shall have been no material adverse change in the physical condition of the Property. For purposes of this Agreement "material adverse change" shall mean any event, occurrence or change that is materially adverse to the physical condition of the Property, when taken as a whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the OTA or with Seller's express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the OTA.
- i. **Removal of Personal Property Liens.** The Property shall be free and clear of all liens, claims and encumbrances other than those expressly permitted herein or that will be paid or otherwise satisfied by Seller on the Closing Date.
- j. **Zoning.** Purchaser shall receive zoning compliance letters reflecting the Property's compliance with respect to the Facility and permitting the continued operation by Purchaser or New Operator of the Facility on the Property as a skilled nursing facility, provided, Purchaser timely requested the same. There shall not be any change in the use of the Facility since the issuance of the zoning compliance letters to Purchaser.
- k. **New Licenses.** Provided New Operator timely applied to IDPH and used best efforts to submit a correct and complete application, New Operator shall have received adequate assurance of obtaining the IDPH License, which may occur by receipt of a letter or email from IDPH stating that the License shall be issued upon notification of the Closing.

l. **Personal Property; FF&E.** All FF&E and other Personal Property shall be located at the Facility on the Closing Date. Unless specifically permitted pursuant to the terms of this Agreement, Seller shall not have removed any FF&E or Personal Property from the Facility.

m. **Licenses.** To the extent required by law, as of the Closing Date:

i. The Facility is licensed by IDPH, which license shall on the Closing Date be in good standing and full force and effect, permitting the operation of the Facility as a skilled nursing facility with 243 skilled nursing beds (the "*Licensed Beds*").

ii. The Facility is not subject to a denial for payment of new admissions.

iii. The Facility shall be in substantial compliance with and certified for participation in Medicaid and Medicare programs, which certifications shall on the Closing Date be in good standing and full force and effect, subject to no waivers and limitations.

n. **Code Violations.** There shall be no outstanding Life Safety Code or IDPH violations with a scope and severity level that represents substandard quality of care that have not been corrected at least three (3) business day prior to the Closing Date.

o. **Schedules and Exhibits.** Purchaser shall have approved of any Exhibits or Schedules added hereto, or updated, following the Effective Date.

p. **Operations Transfer Agreement.** Seller and New Operator shall have entered into the OTA in the form of Exhibit C. All conditions precedent required for the consummation of the transactions set forth in the OTA shall have been met, except for the Closing hereunder.

q. **Accuracy of Representations and Warranties of Seller.** No representation or warranty by or on behalf of Seller contained in this Agreement, and no statement by or on behalf of Seller in any certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto, contains any materially untrue statement, or omits or will omit to state any fact which is material and necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in a material way. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Seller shall have no liability for any inaccuracy or breach of any representation or warranty if Purchaser had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach, before the Closing.

16. **CONDITIONS TO SELLER'S OBLIGATIONS.** All obligations of Seller under this Agreement are subject to fulfillment of each of the following conditions prior to the Closing Date (or on the Closing Date where so indicated), any one or all of which may be waived by

Seller in writing (collectively, "***Seller's Conditions Precedent***"):

- a. **Purchaser's Representations, Warranties and Covenants.** Purchaser's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true at the Effective Date and as of the date of Closing as though such representations, warranties and covenants were then again made.
- b. **Purchaser's Performance.** Purchaser shall have performed its obligations and covenants under this Agreement that are to be performed prior to or at Closing, including but not limited to application for all appropriate licenses and delivery of all of Purchaser's Closing deliveries.
- c. **Absence of Litigation.** No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the acquisition by Purchaser of the Property or the acquisition by Purchaser of the Personal Property or the consummation of any other transaction contemplated hereby.
- d. **Closing Deliveries.** On the Closing Date, Purchaser shall have executed and delivered to Seller all of Purchaser's Closing Deliveries under **Section 12(a)**.
- e. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of a two-thirds majority of the full Board.

17. **ACCESS TO RECORDS.**

- a. **Facility Records.** On the Closing Date, Seller shall leave at the Facility for Purchaser or New Operator all of Seller's records for the existing Facility employees and residents.
- b. **Seller's Access to Records.** Subsequent to the Closing Date, Purchaser and New Operator shall grant Seller and its respective agents and representatives access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Closing Date, at Seller's own expense, to, among other things, enable Seller to investigate and defend audits, claims, litigation or to file or defend cost reports.
- c. **Purchaser's and New Operator's Access to Records.** Subsequent to the Closing Date, Seller shall grant Purchaser, New Operator and their respective agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, books and records and supporting material of the Facility relating to the three (3) year period prior to the Closing Date, at Purchaser's or New Operator's own expense and to the extent reasonably necessary to enable Purchaser and New Operator to investigate and defend audits, claims, litigation or to file or defend cost reports.

18. **CASUALTY/CONDEMNATION.**

a. **Notice.** Seller shall promptly notify Purchaser of any casualty damage it becomes aware of, or notice of condemnation that Seller receives prior to the Closing Date.

b. **Non-Substantial Damage from Casualty.** If: (A) any portion of the Property is damaged by fire or casualty after the Effective Date and is not repaired and restored substantially to its original condition prior to Closing, and (B) at the time of Closing the estimated cost of repairs is Two Hundred Fifty Thousand Dollars (\$250,000) or less, as determined by an independent adjuster engaged by Seller, and (C) for other reasons Purchaser has not otherwise elected to terminate pursuant to **Section 20(a)(ii)**, Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement, and at Seller's option, (i) Purchaser shall receive a credit at Closing of the estimated cost of repairs determined by the aforesaid independent adjuster and Seller shall retain all insurance claims and proceeds with respect thereto; or (ii) at Closing, Seller shall: (1) assign to Purchaser, without recourse, all insurance claims and proceeds with respect thereto (less sums theretofore expended in connection with such fire or casualty, if any, by Seller, including for temporary repairs or barricades) (in which event Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage), and (2) credit Purchaser at Closing with an amount equal to Seller's insurance deductible. Seller shall have no liability or obligation with respect to the quantity or condition of the Property to the extent affected by such fire or casualty and shall be released from any representation and warranty regarding same to the extent affected by such fire or casualty. Notwithstanding the foregoing, Purchaser shall not be obligated to purchase the Property as set forth in this section in the event that such casualty materially interferes with the ability to operate the Facility as a skilled nursing facility with the Licensed Beds, in the sole discretion of Purchaser.

c. **Substantial Damage from Casualty.** If, at the time of Closing, the estimated cost of repairing such damage is more than Two Hundred Fifty Thousand Dollars (\$250,000) with respect to the Facility, as determined by such independent adjuster, Purchaser may, in its sole discretion: (i) terminate this Agreement by notice to Seller within ten (10) days after receipt of notice of such casualty (which shall be deemed a termination pursuant to **Section 20(a)(ii)** of this Agreement); or (ii) proceed to Closing in accordance with **Section 18(b)**.

d. **Condemnation.** If, prior to Closing, a "material" portion of the Property is taken by eminent domain, then Purchaser shall have the right, within fifteen (15) days after receipt of notice of such material taking, to terminate this Agreement (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement). If Purchaser elects to proceed and to consummate the purchase despite said material taking (such election being deemed to have been made unless Purchaser notifies Seller in writing to the contrary within fifteen (15) days after notice from Seller to Purchaser of any taking), or if there is less than a material taking prior to Closing, there shall be no reduction in or abatement of the Purchase Price, Purchaser shall be required to purchase the Property in

accordance with the terms of this Agreement and Seller shall assign to Purchaser, without recourse, all of Seller's right, title and interest in and to any award made or to be made in the eminent domain proceeding (in which event Purchaser shall have the right to participate in the adjustment and settlement of such eminent domain proceeding). For the purpose of this section, the term "material" shall mean any taking of in excess of ten percent (15%) of the square footage of the Facility or twenty percent (20%) of the Real Property associated with the Facility that would: (i) adversely affect Purchaser's or New Operator's ability after said taking to operate the Facility in compliance with the IDPH License; or (ii) eliminate after said taking a means of egress and ingress to and from the Facility to a public right of way; or (iii) cause the use of the Facility after said taking to no longer be in compliance with all applicable zoning and building rules, regulations and ordinances.

19. **INDEMNIFICATION.**

a. **Indemnification by Purchaser.** Subject to the first dollar Basket and Ceiling described below, Purchaser agrees to indemnify and hold harmless Seller from and against all liabilities, claims, losses, demands and causes of action of any nature whatsoever (collectively, "*Losses*") arising out of: (i) any breach by Purchaser of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on the Property or at the Facility on or after the Closing Date, (iii) any Third Party Claims (as hereinafter defined) or (iv) any liability which may arise from ownership, use or condition of the Property after the Closing Date to the extent it relates to the ownership or use of the Property on or after the Closing Date. Purchaser further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Seller of any such Losses (as hereinafter defined).

b. **Indemnification by Seller.** Subject to the first dollar Basket and Ceiling described below, Seller hereby agrees to indemnify and hold harmless Purchaser from and against all Losses arising out of: (i) any breach by Seller of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on or at the Facility prior to the Closing Date or in any manner growing out of or connected with the use or occupancy of the Facility or the condition thereof, or the use of any adjoining sidewalks, streets or ways on or prior to the Closing Date, (iii) any Third Party Claims, or (iv) any liability which may arise from ownership, use or condition of the Property before the Closing Date to the extent it relates to the ownership or use of the Property before the Closing Date. Seller further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Purchaser of any such Losses.

c. **Indemnification Claims.** In the event that any liability, claim (including any Third Party Claim), demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement ("*Indemnitee's Claim*") is made against or received by any indemnified party (hereinafter "*Indemnitee*") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "*Indemnitor*") in writing

within twenty one (21) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee's Claim, provided such claim is for litigation only. In the event of an Indemnitee's Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be responsible for any damages, costs or expenses to Indemnitee, including, but not limited to, attorneys' fees incurred as a result of the indemnification event to be paid to Indemnitee within thirty (30) days of written demand for the same. Upon the receipt of the written request of Indemnitee, Indemnitor shall within fourteen (14) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then-current status of said Indemnitee's Claim. Indemnitee may not settle or compromise an Indemnitee's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed forfeiture by Indemnitee of its indemnification rights hereunder.

d. **Third Party Claim.** As used herein, "*Third Party Claim*" shall mean any claim, suit, or proceeding that is instituted against an Indemnitee by a person or entity other than an Indemnitor and which, if prosecuted successfully, would result in a Loss for which such Indemnitee is entitled to indemnification hereunder.

e. **Basket.** Neither Seller nor Purchaser shall have the right to assert any Indemnitee's Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnitee, exceeds Fifty Thousand Dollars (\$50,000) (the "*Basket*"), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims.

f. **Ceiling** The maximum amount of liability that any party shall have to the other in all circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal One Million Dollars (the "*Ceiling*").

g. **Escrow Holdback** On the Closing Date, Seller shall deposit in an interest-bearing escrow account with the Title Company the total sum equal to three percent (3%) of the Purchase Price (the "*Escrow Holdback*"). The Escrow Holdback shall be held by the Title Company and distributed in accordance with the terms of an escrow holdback

agreement to be entered into by and among the Seller, Purchaser and New Operator (the "**Escrow Holdback Agreement**"). The purpose of the Escrow Holdback shall be to provide Purchaser and New Operator with readily available funds for satisfaction of all payment of any amounts due with respect to any of the Seller's indemnification obligations pursuant to this Agreement and to New Operator under the OTA, in all instances made before the three (3) year anniversary of the Closing Date (the "**Escrow Release Date**"). On the one (1) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to two percent (2%) of the Purchase Price. On the two (2) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to One Percent (1%) of the Purchase Price. On the Escrow Release Date, the Title Company shall deliver to Seller all amounts remaining in the Escrow Holdback, provided that on such date there does not exist a pending or unresolved Escrow Claim, in which event the amount of such pending or unresolved claim shall remain in the Escrow Holdback until paid to either Seller, Purchaser or New Operator in connection with the resolution of such claim.

h. Indemnification Survival

i. The representations and warranties in **Section 13** and **Section 14** and the parties' obligations under this **Section 19** shall survive the Closing and remain effective for a period of for a period of twelve (12) months from the Closing Date, except for those related to the representations and warranties specifically surviving the Closing until barred by applicable law (collectively, the "**Survival Period**").

ii. Notwithstanding any provision herein to the contrary, no claim may be asserted from the breach of any representation, warranty, covenant, or agreement contained herein after the expiration of the Survival Period as set forth in **Section 19(c)(i)**. Notwithstanding any limitation set forth in **Section 19(c)**, neither party shall be precluded from continuing to seek a remedy for claims initiated prior to the expiration of the Survival Period or other deadline for the making of claims or for filing claims or counterclaims that arise out of claims made prior to the expiration of the Survival Period or other deadline for the making of claims.

20. TERMINATION.

a. **Termination.** This Agreement may be terminated at any time prior to the Closing under the following circumstances:

i. the mutual written consent of all parties hereto;

ii. by Purchaser, if Seller is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement or is in breach of its obligation to consummate the transaction

contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Purchaser or (B) cured by Seller within ten (10) days after notice to Seller of such breach; provided, however, that in lieu of the termination rights offered under this clause (b), Purchaser may instead seek specific performance of this transaction; or

iii. by Seller, if Purchaser is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement, including, specifically Seller's receipt of Board approval per Section 16(e), or if Purchaser is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Seller or (B) cured by Purchaser within ten (10) days after notice to Purchaser of such breach.

b. Effect of Termination .

i. In the event this Agreement is terminated in accordance with the terms of **Section 20(a)**, the provisions of this Agreement shall immediately become void and of no further force and effect, except with respect to this **Section 20** and as otherwise specifically provided for in this Agreement.

ii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(i)** (including provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Purchaser and each party will thereafter be relieved of any obligation to the other party with respect to this Agreement, except as otherwise specifically provided for in this Agreement.

iii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(ii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be returned to Purchaser and Purchaser shall be entitled to reimbursement from Seller of all of Purchaser's out of pocket costs and expenses related to the potential acquisition of the Facility, including, without limitation, legal fees and fees paid to third parties in connection with Purchaser's Due Diligence Review.

iv. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Seller as Seller's sole and exclusive remedy.

21. LIABILITIES.

a. **Seller's Liabilities.** Except as otherwise set forth in this Agreement, Purchaser does not assume, and shall not be liable for, any debts, liabilities or obligations of Seller including, but not limited to, any (i) liabilities or obligations of Seller to its creditors,

(ii) liabilities or obligations of Seller with respect to any acts, events or transactions occurring after the Closing Date, (iii) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller, or applicable to, incurred by and accrued or assessed against the Facility for periods on or prior to the Closing Date, (iv) contingent liabilities or obligations of Seller, whether known or unknown by Seller, Purchaser or New Operator, (v) any liabilities with respect to the Facility prior to the Closing Date or (vi) any other liabilities resulting from any act or failure to act by Seller on or prior to the Closing Date.

b. **Purchaser's Liabilities.** Except as otherwise set forth in this Agreement, Seller does not assume, and shall not be liable for, any debts, liabilities or obligations of Purchaser including, but not limited to, any (i) liabilities or obligations of Purchaser to its creditors, (ii) liabilities or obligations of Purchaser with respect to any acts, events or transactions occurring on or after the Closing Date, (iii) liabilities or obligations of Purchaser for any federal, state, county or local taxes applicable to or assessed against Purchaser or the assets or business of Purchaser, or applicable to, incurred by and accrued or assessed against the Facility on or after the Closing Date, (iv) contingent liabilities or obligations of Purchaser, whether known or unknown by Purchaser, New Operator or Seller, or (v) any other liabilities resulting from any act or failure to act by Purchaser after the Closing Date.

c. **Anti-Sandbagging.** Notwithstanding anything herein to the contrary, neither party shall have liability for any inaccuracy or breach of any representation or warranty if, before the closing, the other party had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach.

22. POST-CLOSING COVENANTS.

a. **Use Covenants.** Purchaser hereby covenants that beginning on the Closing Date and continuing through December 31, 2027:

i. **Property Use.** The Facility shall be operated as a skilled nursing facility with the Licensed Beds. The Real Property shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with Section 22(a)(iii) in all instances.

ii. **Residents.** All persons who are residents of the Facility on the Closing Date shall continue to be residents after the Closing Date and Purchaser shall ensure no existing resident shall be transferred by New Operator to another facility (A) without the written consent of such resident; or (B) for medical necessity as determined by a medical professional in accordance with standard industry practice.

iii. **Medicaid Beds.** At least fifty percent (50%) of the Licensed Beds shall be reserved for Medicaid-eligible persons to the extent allowed by law and New

Operator and its successors and assigns will use their absolute best efforts to accept all such Medicaid eligible residents.

iv. **Priority to County Residents.** Purchaser's tenant shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. **Employees.** Purchaser shall ensure that New Operator: (i) re-hires all of the current employees at the Facility on the Closing Date who pass a background check, (ii) does not terminate 10% or more of the current employees within the first 60 days following the Closing Date and (iii) does not terminate 20% or more of the current employees during the first 6 months after the Closing Date. Nothing in this paragraph, however, shall create any right in favor of any person not a party hereto, including the exiting employees, or constitute an employment agreement or condition of employment for any employee of Seller.

c. **Liquidated Damages.** The terms and conditions of this **Section 22** (and of **Section 19 of the OTA**) are fundamental terms of the sale transaction upon which Seller relied when entering into this Agreement. If there occurs a breach of **Section 22** by Purchaser or of **Section 19 of the OTA** by Purchaser, New Operator or their successors or assigns, Purchaser shall pay to Seller the amount of One Million Dollars (\$1,000,000), as liquidated damages ("*Liquidated Damages*") within five (5) business days of request. At Seller's sole discretion, it may require prior to Closing, delivery of a personal or upstream guaranty of Purchaser's obligations to pay the Liquidated Damages from an individual or entity and in form and substance all acceptable to Seller. The parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge and agree that Seller's harm caused by a breach of **Section 22** would be very difficult to accurately estimate and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach.

d. **Successors and Assigns.** The use restrictions set forth in this **Section 22** shall apply to Purchaser's successors and assigns, although Purchaser shall in no event be relieved of and may, at Seller's sole discretion, be included on the Deed.

e. **Survival.** This **Section 22** shall survive the termination of this Agreement until January 1, 2028. Although, as of the Effective Date, Purchaser does not intend to sell or transfer ownership of the Facility, Purchaser may transfer ownership of the Facility at any time (in accordance with applicable laws) provided that Purchaser provides evidence satisfactory to Seller that the party to whom Purchaser proposes to transfer the Facility has agreed to comply with the terms of **Section 22(a)** and **Section 22(b)** and assume Purchaser's liquidated damages obligations.

23. **PUBLICITY.** Neither Purchaser nor Seller shall, and each shall cause their respective affiliates, representatives and agents not to, issue or cause the publication of any press release, public or private announcement with respect to the transactions contemplated by this Agreement

(including, an announcement or communication to any employee of the Facility) without the express prior written approval of the other party, except as necessary in connection with New Operator's efforts to obtain the IDPH License.

24. **NOTICES.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

To Seller: Champaign County Board
 c/o C. Pius Weibel, Chair
 1776 East Washington Street
 Urbana, Illinois 61082
 Email: cweibel@co.champaign.il.us

Champaign County Board
c/o Rick Snider, County Administrator
1776 East Washington Street
Urbana, Illinois 61082
Email: rsnider@co.champaign.il.us

with a copy to: Sher, LLP
 5750 Old Orchard Road, Suite 420
 Skokie, Illinois 60077
 Attention: Stephen N. Sher, Esq.
 Email: steve@sherlegal.com

To Purchaser: []
 []
 []
 Attention: []
 Email: []

with a copy to: []
 []
 []
 Attention: []
 Email: []

Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (a) if given by mail, on the third business day after such communication is deposited in the mail; (b) if given by electronic mail, when such communication is transmitted to the email address specified above if sent before 5:00 p.m. (Central), otherwise on the following business day; and (c) if given by hand delivery, when left at the address specified above, and

(d) if sent by recognized overnight carrier, then on the next business day immediately following the day sent. The above addresses may be changed by notice of such change, delivered as provided herein, to the last address designated.

25. **BROKERS** Seller hereby represents, covenants, and warrants to Purchaser that, except for Marcus & Millichap, it has employed no broker with respect to the transactions contemplated under this Agreement, and Seller hereby indemnifies Purchaser with respect to any claims of brokers claiming to represent Seller with respect to the transactions contemplated under this Agreement. Purchaser hereby represents, covenants, and warrants to Seller that it has employed no broker with respect to the transactions contemplated under this Agreement, and Purchaser hereby indemnifies Seller with respect to any claims of brokers claiming to represent Purchaser with respect to the transactions contemplated under this Agreement.

26. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

27. **ASSIGNMENT.** Seller may not assign its rights hereunder without the prior written consent of Purchaser, and Purchaser may not assign its rights hereunder without the prior written consent of Seller.

28. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

29. **EXHIBITS AND SCHEDULES.** Each Recital, Exhibit and Schedule shall be considered incorporated into this Agreement.

30. **TIME IS OF THE ESSENCE.** Time shall be of the essence in this Agreement.

31. **AMENDMENTS; SOLE AGREEMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

32. **SUCCESSORS.** Subject to the limitations on assignment set forth above, all the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.

33. **CAPTIONS.** The captions and table of contents of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws' provisions. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought exclusively in the state courts located in Champaign County, Illinois, or the federal courts located in the Central District of Illinois, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the address set forth in the notice section hereof, such service to become effective three (3) business days after such mailing.

35. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

36. **USAGE.** All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require. "Any" or "any" when used in this Agreement shall mean "any and all". The word "including" when used in this Agreement, means "including, without limitation".

37. **HOLIDAYS.** Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day.

38. **COUNTERPARTS; .PDF SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures exchanged by email in .pdf format shall be treated as original signatures of the parties for the purposes hereto.

39. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

40. **NO STRICT CONSTRUCTION.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

41. **ATTORNEYS FEES.** If any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

42. WAIVER OF JURY TRIAL EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR HEREAFTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS, a public body corporate and
politic of the State of Illinois

Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

PURCHASER:

[PURCHASER, LLC], an [Illinois limited
liability company]

By: _____
Name: _____
Its: _____

Schedule 9(c)

PERMITTED TITLE EXCEPTIONS

1. The land lies within the boundaries of St. Joseph Drainage District No. 3 and the Thomas Paine Sub-District thereof and is subject to assessments thereunder.
2. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes. This includes but is not limited to the dedications recorded September 18, 1956 as Document 573410 and 71R11777.
4. Easement in favor of Illinois Power Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded December 8, 1989 in Book 1666 at page 815 as document no. 89R24240.
5. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded June 6, 2005 as document no. 200515058.
6. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded May 7, 2009 as document no. 2009R12976.
7. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded March 14, 2011 as document no. 2011R05489.

[NTD: Update upon receipt of new title commitment.]

Schedule 13(h)

LITIGATION

None.

EXHIBIT A

LEGAL DESCRIPTION

[NTD: To be inserted upon receipt of plat of subdivision from surveyor]

Common Address: 500 South Art Bartell Road, Urbana, Illinois 61802

Parcel No.: [92-21-16-200-____]

EXHIBIT B

Strict Joint Order Escrow

EXHIBIT C

Operations Transfer Agreement

OPERATIONS TRANSFER AGREEMENT

by and among

THE COUNTY OF CHAMPAIGN, ILLINOIS,
as Seller,

SAK MANAGEMENT SERVICES, LLC,
as Manager,

and

[NEW OPERATOR, LLC],
as New Operator

_____, 2018

**Champaign County Nursing Home
500 South Art Bartell Road
Urbana, Illinois 61802**

OPERATIONS TRANSFER AGREEMENT

This **OPERATIONS TRANSFER AGREEMENT** (this “**Agreement**”) is entered into as of the ___ day of _____, 2018 by and among The County of Champaign, Illinois, a public body corporate and politic of the State of Illinois (“**Seller**”), SAK Management Services, LLC, an Illinois limited liability company (“**Manager**”), and [New Operator, LLC], an [Illinois limited liability company] (“**New Operator**”).

RECITALS

- A. Seller is the owner and licensed operator of that certain 220 bed skilled nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the “**Facility**”).
- B. Seller and Manager have entered into a Services Agreement dated June 22, 2017 (“**Management Agreement**”).
- C. Seller has or will be entering into that certain Asset Purchase Agreement (the “**Purchase Agreement**”) with [Purchaser, LLC], an [Illinois limited liability company] (“**Purchaser**”), pursuant to which the Facility and its real and personal property shall be sold to Purchaser.
- D. Concurrent with the closing of the transactions contemplated under the Purchase Agreement and this Agreement, on the Commencement Date, New Operator shall be the new licensed operator of the Facility.
- E. In order to ensure a smooth transition of the operations of the Facility from Manager to New Operator, the parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for the mutual promises, representations, warranties and covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, the parties hereto agree as follows:

1. **COMMENCEMENT DATE.** Although this Agreement shall be effective as of the date first written above, the transfer of operations contemplated by this Agreement shall commence and be effective on and as of the Closing Date, as defined in the Purchase Agreement (the “**Commencement Date**”). Manager and New Operator agree to cooperate with each other to affect an orderly transfer of the operations of the Facility as of the Commencement Date.
2. **CONDITIONS PRECEDENT.**
 - a. New Operator’s obligation to consummate the transactions contemplated in this Agreement shall be subject to the following conditions precedent on and as of the Commencement Date to the reasonable satisfaction of New Operator or the written waiver thereof by New Operator:

- i. Seller and Manager shall have duly and timely materially performed and fulfilled all of their material duties, obligations, promises, covenants and agreements hereunder, shall not be in breach of any term of this Agreement and the representations and warranties given by Seller to New Operator hereunder shall be materially true and correct, as of such date.
- ii. Delivery by Seller of a fully executed Bill of Sale for the Supplies (as hereinafter defined) of the Facility.
- iii. Delivery by Seller of a fully executed General Assignment of the Intangible Property (as hereinafter defined) of the Facility.
- iv. Delivery by Seller of a date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Commencement Date.
- v. Consummation of the transactions contemplated under the Purchase Agreement.
- vi. New Operator shall have obtained all necessary government approvals that are required to operate the Facility as a skilled nursing facility under Illinois law (the "License"), which may be evidenced by a comfort letter from the Illinois Department of Public Health ("IDPH") approving the transfer of ownership of the Facility contingent upon submission to IDPH of a recorded deed.
- vii. Seller or Manager shall notify the Illinois Department of Revenue (the "IDR") and shall request tax clearance certificates from the IDR. No later than three (3) business days prior to the Commencement Date, Seller or Manager shall (A) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth all IDR debts owed by Seller and (B) provide New Operator with a statement setting forth the amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.
- viii. No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the consummation of the transaction contemplated by this Agreement or the Purchase Agreement, or which could materially and adversely affect New Operator's ability to operate the Facility as a skilled nursing facility with the same number and type of beds and units as are operating at the Facility on the date hereof.
- ix. Since the end of the Inspection Period (as defined in the Purchase Agreement), there shall have been no material adverse change in the condition of the business operations of the Facility. For purposes of this Agreement "material adverse change" shall mean any event, occurrence or change that is materially adverse to the condition of the business operations of the Facility, when taken as a

whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the Purchase Agreement or with New Operator's express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the Purchase Agreement.

x. The Facility is not in an open survey cycle for any IDPH survey violations with a scope or severity of "F" or greater (such that deficiencies were found in a survey, but the Facility has not yet determined to be in substantial compliance with all survey requirements).

b. Seller's and Manager's obligations to consummate the transaction contemplated in this Agreement shall be subject to the following conditions precedent on and as of the Commencement Date to the reasonable satisfaction of Seller or the written waiver thereof:

i. New Operator shall have duly and timely materially performed and fulfilled all of its material duties, obligations, promises, covenants and agreements hereunder, shall not be in breach of any term of this Agreement and the representations and warranties given by New Operator to Seller hereunder shall be materially true and correct as of such date.

ii. Delivery by New Operator of a date-down certificate certifying that all of the representations and warranties made and given by New Operator in this Agreement are true and correct as of the Commencement Date.

iii. Consummation of the transactions contemplated under the Purchase Agreement.

iv. Delivery by New Operator of Certificates of Good Standing from the State of Illinois Secretary of State, certified copies of the Articles of Organization of New Operator and any amendments thereto and a certified copy of the resolutions of New Operator, authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of Illinois law relevant to such transactions and certified by an officer or manager of New Operator as adopted and in full force and effect and unamended as of the Commencement Date.

v. New Operator shall have obtained the License required to operate the Facility as a skilled nursing facility under Illinois law or the comfort letter described in Section 2(a)(vi).

3. CONVEYANCE OF PERSONAL PROPERTY, SUPPLIES AND INTANGIBLE

PROPERTY.

a. The property being transferred by Seller to New Operator hereunder (the **"Property"**), which specifically excludes the Excluded Property (as hereinafter defined), shall consist of all of Seller's right, title and interest in and to the following:

i. All supplies used in the operation of the Facility and not otherwise transferred to Purchaser pursuant to the terms of the Purchase Agreement, but specifically excluding all personal property owned by residents of the Facility and all Personal Property and FF&E (as each are defined in the Purchase Agreement) and transferred to Purchaser thereunder) that are located at the Facility and utilized in connection with the operating or managing of the Facility (collectively, the **"Supplies"**). A list of any and all vehicles used in connection with the operation of the Facility is attached hereto and made a part hereof as **Schedule 3(a)(i)**, which shall be transferred from Seller to New Operator on the Commencement Date.

ii. To the extent assignable, the rights of Seller in the Assumed Contracts (as hereinafter defined).

iii. To the extent assignable by Seller, all licenses, permits (including any special use permits from any municipality or county where the Facility is located), certificates of need, accreditations, Medicaid and Medicare provider agreements and certificates of occupancy issued by any federal, state, municipal or local governmental authority relating to the use, maintenance, management or operation of the Facility, running to or in favor of Seller (**"Assumed Licenses"**).

iv. All intangible property used in connection with the operation of the Facility, including: (A) all telephone numbers presently in use at the Facility, all telephone listings and any website data; (B) all books, files and records of the for current residents of the Facility in its possession (**"Resident Records"**), (C) all books, files and records of current employees of the Facility in its possession (the **"Employee Records"**); (D) any third party warranties associated with the Facility or the Property, to the extent assignable; (E) the rights of Seller under any provider agreements with any private third-party payor programs (excluding the right to any payments, reimbursement and/or recoupment accrued before the Commencement Date), but only to the extent assignable by Seller; (F) all policy and procedure manuals regarding the Facility; (G) the business and the goodwill associated with the business and the reputation of the Facility (collectively, along with the Assumed Contracts, Assumed Licenses, Warranties and Resident Agreements (each as defined herein), the **"Intangible Property"**).

b. On the Commencement Date, Seller shall deliver to New Operator, at no cost to New Operator, a Bill of Sale for the Supplies of the Facility, which shall convey to New Operator good and marketable right, title and interest in and to the Supplies, free of all liens, encumbrances and security interests of any kind (the **"Bill of Sale"**). New Operator agrees that the presence of the Supplies at the Facility on the Commencement Date shall

constitute delivery thereof.

c. On the Commencement Date, Seller shall deliver to New Operator, at no cost to New Operator, a General Assignment for the Intangible Property of the Facility, which shall convey to such New Operator good and marketable right, title and interest in and to the Intangible Property free of all liens, encumbrances and security interests of any kind (the “**General Assignment**”).

4. **EXCLUDED PROPERTY.** Notwithstanding the foregoing, the following shall be excluded from the transfer by Seller to New Operator hereunder (the “**Excluded Property**”): (a) any of Seller’s accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Commencement Date; (b) cash and cash equivalents and third party payor settlements; (c) Seller’s rights under this Agreement and the agreements to be executed in connection herewith; (d) Seller’s organizational documents; (e) personal property owned by residents of the Facility and not by Seller; (f) the Rejected Contracts (as hereinafter defined) and any other contract, agreement, commitment, lease or other arrangement to which Seller is a party or that affects the Facility and that is not assumed by New Operator; (g) any property or confidential or proprietary information of Seller or any of its affiliates that is not primarily used or held in connection with the Facility, (h) all software that cannot be legally assigned and other nontransferable licenses; and (i) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility.

5. **TRANSFER OF RESIDENT TRUST FUNDS.**

a. On or prior to the Commencement Date, Manager shall provide to New Operator a true, correct and complete accounting (properly reconciled so that there are no negative balances), certified as being true, correct and complete by Manager, of any resident trust funds and an inventory of all residents’ property, if any, held by Manager for residents at the Facility (collectively, the “**Resident Trust Funds**”).

b. Manager hereby agrees to transfer to New Operator the Resident Trust Funds on the Commencement Date. Manager shall comply with all governmental statutes, rules and regulations with respect to the transfer of such Resident Trust Funds. New Operator hereby agrees that it will accept the Resident Trust Funds in trust for the residents, in accordance with applicable statutory and regulatory requirements, provided, however, such transfer shall not relieve Seller or Manager of their custodial and fiduciary responsibilities for such funds and property to the beneficiaries thereof for the period prior to the Commencement Date.

c. Seller will indemnify, defend and hold New Operator harmless from all liabilities, claims, demands and causes of action of any nature whatsoever, including reasonable attorneys’ fees, in the event the amount of funds, if any, transferred to New Operator did not represent the full amount of the funds delivered to Seller as custodian or with respect to any Resident Trust Funds delivered, or claimed to have been delivered, to Manager, but which were not delivered by Manager to New Operator, or for claims which arise from actions or omissions of Seller or Manager with respect to the Resident Trust Funds

prior to the Commencement Date.

d. New Operator will indemnify, defend and hold Seller harmless from all liabilities, claims, demands and causes of action of any nature whatsoever, including reasonable attorneys' fees, in the event a Resident Trust Funds claim is made against Seller or Manager for funds that were transferred to New Operator pursuant to the terms hereof or relating to a Resident Trust Funds claim which arises from actions or omissions of New Operator after the Commencement Date.

6. CHANGE OF OWNERSHIP APPROVAL. At least thirty (30) days before the Commencement Date, New Operator shall execute and file any and all forms, notices, consents and applications as may be necessary to obtain the Licenses and, if allowed, the necessary government approvals that are required to receive reimbursement under Medicaid and the issuance of a Medicaid contract to New Operator upon transfer of ownership (collectively, the "**Government Approvals**") prior to the Commencement Date, including any application with IDPH for approval to become the licensee of the Facility, and any application with the Illinois Department of Healthcare and Family Services ("**HFS**") to become a Medicaid enrolled provider. Seller and Manager shall cooperate with New Operator as necessary in the preparation of these applications. Each party hereto agrees to use its best efforts to prepare and deliver to each other party all appropriate information and documents necessary for governmental applications for approval of a change of ownership for the Facility. New Operator's obligations under this Section 6 shall be at its sole cost and expense, Seller shall be reimbursed by New Operator for any out of pocket expenses reasonably incurred in connection with Seller's obligations under this Section 6.

7. MEDICARE AND MEDICAID PROVIDER NUMBERS; FINAL COST REPORTS; RECAPTURE; TAXES AND FEES; CIVIL MONETARY PENALTIES.

a. Effective on the Commencement Date, Seller shall sell, assign and convey to New Operator the Medicare provider number in use at the Facility (the "**Existing Medicare Provider Number**"), subject to the approval of the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("**CMS**"), by way of New Operator's submitted 855A Medicare Enrollment Application. Provided New Operator is using commercially reasonable efforts to become Medicare certified and subject in all cases to applicable law, New Operator shall be permitted to bill under the Existing Medicare Provider Number during the period commencing on the Commencement Date and ending on the date of the issuance of the Medicare tie-in-notice, but in no event longer than seven (7) months (the "**Transition Period**"). Seller shall execute any and all documents necessary to and will otherwise cooperate in connection with the assignment of the Existing Medicare Provider Number. Promptly after the Commencement Date, New Operator will promptly complete its Medicaid Application with HFS to obtain an assignment of the existing Medicaid provider number (the "**Medicaid Provider Number**"). Notwithstanding the foregoing, Seller shall retain any and all rights relating to the Existing Medicare Provider Number and Medicaid Provider Number for all services rendered prior to the Commencement Date.

b. Manager shall prepare and file with the appropriate Medicare and Medicaid

agencies its final cost reports with respect to the operation of the Facility prior to the Commencement Date prior to the deadline for the filing under the applicable third party payor program.

c. New Operator shall notify Seller and Manager, and Seller and Manager shall notify New Operator, within five (5) business days after receipt of any notice of any claim by the United States Department of Health and Human Services, Office of Inspector General (“OIG”), CMS, IDPH, HFS or any other governmental or quasi-governmental agency or contractor for withholding, recoupment, repayment, recapture or recovery of or penalty related to any civil monetary penalty, any alleged overpayment by Medicaid or Medicare or related to any audit, including any alleged underpayment of any tax and/or assessment, if any (“Provider Tax”), or for bed taxes or assessments or any associated penalties (all of the foregoing, collectively, “Recapture”) for services rendered for the periods prior to the Commencement Date. In the event that the federal or state agencies making payments to New Operator for services performed at the Facility on or after the Commencement Date make any claim for Recapture for any period ending before the Commencement Date, then Seller shall save, indemnify, defend and hold New Operator harmless from and against any loss, damage, injury or expense incurred by New Operator arising from or related to any such claim. In connection with the foregoing indemnification obligation, in the event that OIG, CMS, IDPH, HFS or any other governmental or quasi-governmental authority, contractor or agency or other third party payor source withholds amounts from New Operator’s reimbursement checks as a result of any Recapture claim, Seller shall pay such amounts to New Operator within thirty (30) days following New Operator’s demand therefor. Seller and Manager shall be entitled to challenge any Recapture claim and if all or any part of such challenge is successful, New Operator will reimburse Seller for the amount received by New Operator from Seller related to the successfully challenged Recapture amount within thirty (30) days of receipt of credit or funds resulting from the successful challenge. Notwithstanding the foregoing, New Operator’s failure to timely notify or make demand on Seller with respect to any Recapture claim shall not void, vitiate or invalidate Seller’s obligations hereunder nor release Seller from any such duty or obligation. The provisions of this subsection shall survive the Commencement Date for a period of three (3) years.

d. Seller shall be and remain obligated for and shall pay on or before the date due thereof all fees, taxes or assessments, including all amounts of Illinois assessment tax or Illinois license fees/taxes accrued through the Commencement Date, including but not limited to the Illinois licensed bed tax, occupied bed tax and any other bed tax or Provider Tax or assessment, it being acknowledged that bed taxes are based on the assessment month and not the month of reporting. If Seller or Manager fail to make said payments on a timely basis and New Operator is required to make said payments or funds are withheld from New Operator’s reimbursement payments, Seller shall pay such amounts and any interest or late fees to New Operator within thirty (30) days following New Operator’s demand therefor. New Operator shall be and remain obligated for and shall pay on or before the date due thereof all fees, taxes and assessments accrued on and after the Commencement Date, including but not limited to any Provider Tax.

8. **CONTRACTS.**

a. New Operator acknowledges Seller or Manager has made available to it true, accurate and complete copies of all written equipment leases, service or maintenance contracts and agreements or other agreements affecting the Facility, including any pharmacy, therapy, managed care, service and employment contracts (collectively, the “**Contracts**”). A schedule of Contracts for the Facility is attached hereto as **Schedule 8(a)**. After execution of this Agreement, Seller or Manager shall provide contact information for all third party managed care and insurance providers to allow New Operator to make arrangements for the execution of assignments of contracts or new contracts with such providers.

b. Notwithstanding anything contained herein to the contrary, on the Commencement Date, New Operator shall assume and be bound by the following union contracts (collectively, the “**Union Contracts**”): (i) the Agreement dated as of July 25, 2014 by and between Seller and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31 AFL-CIO for its Affiliated Local 900 (The Nursing Home), as modified by the Memorandum of Understanding dated as of August 21, 2015; and (ii) the Agreement dated as of July 25, 2014 by and between Seller and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31 AFL-CIO for its Affiliated Local 900 (The Nursing Home Nurses’ Unit), as modified by the Memorandum of Understanding dated as of February 16, 2016.

c. Concurrent with the Commencement Date, this Agreement shall be deemed an assignment of the rights, title and interest by Seller, and an assumption of the duties and obligations by New Operator, of each of the Contracts set forth on **Schedule 8(b)**, (the Contracts assumed hereunder, collectively with the Resident Agreements and the Warranties (as each are hereinafter defined), are herein referred to as the “**Assumed Contracts**”, and the Contracts not assumed by New Operator shall be referred to as the “**Rejected Contracts**”). If New Operator desires to assume any Contract that is not an Assumed Contract and delivers to Seller notice of the same within ten (10) business days of the date of this Agreement, then Schedule 8(b) shall be updated accordingly. Seller shall remain responsible for all liabilities and obligations (i) under the Rejected Contracts, (ii) under the Assumed Contracts to the extent such liabilities and obligations accrue or arise prior to the Commencement Date, and (iii) for services that were performed or rendered prior to the Commencement Date.

d. To the extent any third party consent is required in connection with the assignment and assumption of the Assumed Contracts, Seller and Manager hereby covenant to request such third party consent prior to the Commencement Date, New Operator acknowledging that the failure to obtain such consent shall not be a default hereunder.

e. On the Commencement Date, Seller shall transfer, convey and assign to New Operator pursuant to the General Assignment all existing agreements with residents and, to the extent assignable, any guarantors thereof (“**Resident Agreements**”) and to the extent assignable, any warranties presently held by Seller with respect to the Facility,

including any warranties on the heating, ventilation and air conditioning systems and the roof and foundation of the Facility (the “Warranties”).

9. ASSUMPTION OF LIABILITIES.

a. Except as otherwise set forth in this Agreement, New Operator shall not assume or be liable for any debts, liabilities or obligations of Seller, Manager or with respect to the Facility prior to the Commencement Date, including any (i) liabilities or obligations of Seller or Manager to their creditors, (ii) liabilities or obligations of Seller or Manager with respect to the Contracts for the period prior to the Commencement Date, (iii) liabilities or obligations of Seller or Manager with respect to Rejected Contracts, (iv) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Manager, Seller, their assets or business, or the Property for periods prior to the Commencement Date, (v) Recapture, penalties, adjustments, overpayments, assessments or charges with respect to Seller’s Medicaid Provider Number or Medicare Provider Number for the period prior to the Commencement Date; (vi) any legal actions related to services provided before the Commencement Date, including any matters relating to cost reports, collections, audits, hearings or legal action arising therefrom; or (viii) any other liabilities resulting from any act or failure to act by Seller prior to the Commencement Date.

b. Except as otherwise set forth in this Agreement, Seller does not assume and shall not be liable for any debts, liabilities or obligations of New Operator or with respect to the Facility on or after the Commencement Date, including any (i) liabilities or obligations of New Operator to its creditors, (ii) liabilities or obligations of New Operator with respect to Assumed Contracts for services rendered on or after the Commencement Date, (iii) liabilities or obligations of New Operator for any federal, state, county or local taxes applicable to or assessed against New Operator or the assets or business of New Operator, or applicable to, incurred by and accrued or assessed against the Facility after the Commencement Date, (iv) Recapture, penalties, adjustments, overpayments, assessments or charges with respect to Seller’s or New Operator’s Medicaid Provider Numbers or Medicare Provider Numbers for the period on or after the Commencement Date; (v) any legal actions related to services provided on or after the Commencement Date; or (vii) any other liabilities resulting from any act or failure to act by New Operator on or after the Commencement Date.

10. ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE.

a. Seller and Manager shall retain the right to collect all unpaid accounts receivable as of 11:59 p.m. on the day prior to the Commencement Date with respect to the Facility to the extent that such accounts receivable relate to services rendered prior to the Commencement Date.

b. To the extent Seller, Manager or New Operator receives any payments for accounts receivable and the accompanying remittance advice or other payer designation does not indicate the period to which a payment relates or if there is no accompanying remittance advice or other payer designation and if the parties do not otherwise agree as

to how to apply such payment, then, the parties will be deemed to have agreed that: (i) any undesignated payments received during the first sixty (60) days after the Commencement Date shall be applied first to pre-Commencement Date balances for such resident until such balances have been reduced to zero, and any remaining portion shall be applied to post-Commencement Date balances, (ii) any undesignated payments received after the sixtieth (60th) day, but before the one hundred eightieth (180th) day after the Commencement Date, shall be split one-half to each of pre-Commencement Date balances and one-half to post-Commencement Date balances; and (iii) any undesignated payments received after the one hundred eightieth (180th) day after the Commencement Date shall be applied first to post-Commencement Date balances for such resident until such balances as of the date of funds' application have been reduced to zero, with any remaining portion applied to pre-Commencement Date balances, to the extent such resident has a pre-Commencement Date balance.

c. If at any time after the Commencement Date, Seller or Manager shall receive any payment from any federal or state agency for services rendered at the Facility on or after the Commencement Date, then Seller or Manager, as applicable, shall remit such payments (or an amount equal to such payments) to New Operator within thirty (30) days from identifying such payments. If at any time after the Commencement Date New Operator shall receive any payment from any federal or state agency for services rendered at the Facility prior to the Commencement Date, then New Operator shall remit such payments (or an amount equal to such payments) to Seller within thirty (30) days from identifying such payments.

d. To the extent either party receives payments for accounts receivable of the other party, both parties acknowledge that the party receiving the payment belonging to the other party shall hold the payment in trust, that neither party shall have any right to offset with respect to such accounts receivable, and that the party erroneously receiving the payment shall have no right, title or interest whatsoever in the payment and shall remit the same to the other within thirty (30) days from identifying such payments.

e. To the extent accounts payable have been accrued for a period that includes time both before and after the Commencement Date, the parties hereto shall apportion the responsibility for payment of the same on a pro rata basis based on number of days. Prior to the Commencement Date, Seller, Manager and New Operator agree to cooperate with each other to setup new accounts for utilities in New Operator's name and to notify the merchants, suppliers or other third parties that New Operator bears responsibility for accounts payable of the Facility with respect to the post-Commencement Date services related to the Assumed Contracts and utilities.

11. **EMPLOYEES.**

a. Seller shall terminate the employment of all employees providing services at the Facility (the "Employees") as of the Commencement Date. Except for the Union Contracts, New Operator shall not be bound by or required to assume any employment contracts to which Seller may be a party. Neither Seller nor Manager shall make any material changes in the compensation or benefits of any employee at the Facility prior to

the Commencement Date, except with respect to Employees covered by the Union Contracts, in accordance therewith, and except with respect to Employees not subject to the Union Contracts, raises on such dates and in such amounts as are consistent with past practices.

b. Subject in all instances to the terms and conditions set forth in Section 19(b), New Operator shall rehire or offer to rehire all Employees as of the Commencement Date at wages and benefits sufficient to avoid the applicability of the Workers Adjustment and Retraining Notification Act, 29 U.S.C. § 2101.

c. Seller shall pay the salaries due to Employees for the period prior to the Commencement Date during its regular payroll cycle.

d. Concurrent with the payment of the salaries post-commencement date, Seller shall pay the Employees the amount of any of their vacation pay that will have accrued prior to the Commencement Date.

e. At least seven (7) days prior to the Commencement Date, Seller or Manager shall provide New Operator with a schedule of all the Employees' accrued sick pay plus the associated payroll taxes ("Accrued Sick Pay"), which schedule shall include the value of the Accrued Sick Pay for the fully vested Employees based on their then applicable wages. Seller may update the schedule at anytime prior to Commencement Date with the updated amounts then becoming the Accrued Sick Pay amounts. The parties acknowledge that certain Accrued Sick Pay will not be due and owing by New Operator to the Employees. On the Commencement Date, Seller shall pay to New Operator an amount equal to 70% of the Accrued Sick Pay, as if there was no termination set forth in Section 11(a). New Operator shall assume responsibility for the payment of all of the Accrued Sick Pay in accordance with Union Contracts, but shall not pay the Employees any Accrued Sick Pay outside the ordinary course of business. The Accrued Sick Pay shall not be subject to adjustments as set forth in Section 14(14.c). The provisions of this Section 11(e) shall survive Commencement Date.

12. **RECORDS.** Seller and Manager shall leave at the Facility either the originals or full and complete copies of all Resident Records and Employee Records.

13. **ACCESS.**

a. Prior to the Commencement Date, with Manager's written consent after receipt of written notice from New Operator delivered two business days prior, Manager shall permit New Operator reasonable access to the Facility and any information reasonably requested in connection with New Operator's due diligence, provided that such access rights are not disruptive to the operations at the Facility and are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.

b. After the Commencement Date, New Operator shall allow Seller, Manager and their agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours) and to make copies of the books and records and

supporting material of the Facility relating to the period prior to the Commencement Date, at Seller's or Manager's expense, as applicable, to allow Seller or Manager to investigate and defend malpractice, employee or other claims, and to file or defend cost reports and tax returns.

14. PRORATIONS.

a. On and as of the Commencement Date, Seller and New Operator shall prorate revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Commencement Date occurs, Assumed Contracts, Employee salaries, prepaid income and expenses, Illinois bed taxes or assessments, personal property taxes, provider taxes and other related items of revenue or expense attributable to the Facility.

b. All prorations between the parties shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to the parties hereto. Utility charges which are not metered and read on the Commencement Date shall be estimated based on prior charges, and shall be re-prorated within five business days after receipt of statements therefor. Seller and New Operator shall jointly arrange for the turnover of the utility services.

c. Except as otherwise set forth herein, all amounts owing from one party hereto to the other party hereto that require adjustment after the Commencement Date shall be settled within thirty (30) days after the Commencement Date or, in the event the information necessary for such adjustment is not available within said thirty (30) day period, within five (5) business day of such information being available, but no later than nine (9) months after the Commencement Date.

15. POLICY AND PROCEDURE MANUALS. Seller and Manager agree to leave one (1) copy of its policy and procedure manual at the Facility, except for those that are proprietary to Seller or Manager, to be retained by New Operator for historical purposes only (and not for ongoing operations) and which may not be duplicated or disseminated by New Operator. Neither Seller nor Manager make any representation relating to the accuracy or completeness of the policy and procedure manual and any reliance upon the same shall be at New Operator's sole risk and liability.

16. INDEMNIFICATION.

a. In addition to any other indemnity set forth herein, but subject to the first dollar Basket and Ceiling described below, New Operator hereby indemnifies and agrees to defend and hold Seller, Manager and their successors, assigns, affiliates, managers, members, directors, officers, agents and employees harmless from and against any and all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses) (collectively, "Losses") which any of them may suffer as a result of:

i. the untruth of the representations or the breach of any of the warranties of New Operator herein or given pursuant hereto, if the survival period for the same

has not lapsed;

ii. any default by New Operator in the performance of any of its commitments, covenants or obligations under this Agreement;

iii. any suits, arbitration proceedings, administrative actions or investigations to the extent relating to the operations at the Facility by New Operator on or after the Commencement Date;

iv. claims which arise after the Commencement Date and relate to periods on or after the Commencement Date with respect to Resident Trust Funds; and

v. any liability which may arise from operations at, or use or condition of, the Facility on or after the Commencement Date to the extent it relates to the operations at, or use or condition of, the Facility on or after the Commencement Date.

Within thirty (30) days after notice of a claim pursuant to **Section 16(c)**, New Operator shall promptly pay to Seller a sum of money sufficient to pay in full such claim or demand, or promptly cure such breach or contest such claim in accordance with **Section 16(c)** hereof.

b. In addition to any other indemnity set forth herein, but subject to the first dollar Basket and Ceiling described below, Seller hereby indemnifies and agrees to defend and hold New Operator and its successors, assigns, affiliates, managers, members, agents, servants and employees harmless from and against any and all Losses which any of them may suffer as a result of any of the following events:

i. the untruth of any of the representations or the breach of any of the warranties of Seller herein or given pursuant hereto, if the survival period for the same has not lapsed;

ii. any default by Seller or Manager in the performance of any of their commitments, covenants or obligations under this Agreement;

iii. any suits, arbitration proceedings, administrative actions, investigations or penalties to the extent relating to the operations at the Facility prior to the Commencement Date;

iv. for claims with respect to the Resident Trust Funds which arise prior to the Commencement Date or relate to period prior to the Commencement Date;

v. any obligations under any Contracts that shall accrue or relate to periods prior to the Commencement Date or for services that were performed or rendered prior the Commencement Date;

vi. any claim for Recapture; and

vii. any liability which may arise from operations at, or use or condition of, the Facility prior to the Commencement Date to the extent it relates to the operations at, or use or condition of, the Facility prior to the Commencement Date.

Within thirty (30) days after notice of a claim pursuant to Section 16(c), Seller shall promptly pay to New Operator a sum of money sufficient to pay in full such claim or demand, or promptly cure such breach or contest such claim in accordance with Section 16(c) hereof.

c. In the event that any liability, claim, demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement (“Indemnitee’s Claim”) is made against or received by any indemnified party (“Indemnitee”) hereunder, said Indemnitee shall notify the indemnifying party (“Indemnitor”) in writing within twenty one (21) calendar days of Indemnitee’s receipt of written notice of said Indemnitee’s Claim, provided, however, that Indemnitee’s failure to timely notify Indemnitor of Indemnitee’s receipt of an Indemnitee’s Claim shall not impair, void, vitiate or invalidate Indemnitor’s indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee’s delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor’s right or ability to defend the Indemnitee’s Claim. Upon its receipt of any or all Indemnitee’s Claim(s), Indemnitor shall diligently defend, compromise or settle said Indemnitee’s Claim at Indemnitor’s sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee’s Claim, provided such claim is for litigation only. Notwithstanding any other provision hereof, in the event of an Indemnitee’s Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be responsible for any damages, costs or expenses to Indemnitee, including attorney’s fees incurred as a result of the indemnification event, to be paid to Indemnitee within thirty (30) days of written demand for the same. Upon the receipt of the written request of Indemnitee, Indemnitor shall within fourteen (14) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then current status of said Indemnitee’s Claim.

d. Indemnitee may not settle or compromise an Indemnitee’s Claim without Indemnitor’s prior written consent. Failure to obtain such consent shall be deemed a forfeiture by Indemnitee of its indemnification rights hereunder.

e. Neither Seller nor New Operator shall have the right to assert any Indemnitee’s Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnitee, exceeds Fifty Thousand Dollars (\$50,000) (the “Basket”), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims.

f. The maximum amount of liability that any party shall have to the other in all

circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal One Million Dollars (the "Ceiling").

g. New Operator's indemnification claims shall be partially secured by the Escrow Holdback (as defined and described in the Purchase Agreement). New Operator agrees to execute and deliver to Seller an escrow holdback agreement in form and substance consistent with the terms described in the Purchase Agreement.

h. The indemnification obligations under this Section 16 shall survive the Commencement Date for a period of three (3) years.

17. REPRESENTATIONS AND WARRANTIES OF NEW OPERATOR. As an inducement to Seller to enter into this Agreement, New Operator covenants and makes the following representations and warranties set forth below, which are true and correct as of the date hereof and which shall be true and correct on the Commencement Date:

a. **Status.** New Operator is a [limited liability company], duly organized and validly existing in good standing under the laws of the State of [Illinois].

b. **Authority.** New Operator has the full right, power and authority to enter into this Agreement.

c. **Survival of Representations or Warranties.** The representations and warranties of New Operator under Section 17(a) (Status) and Section 17(b) (Authority) shall survive the Commencement Date of the transaction contemplated hereunder for the maximum period permitted by applicable law.

18. REPRESENTATIONS AND WARRANTIES OF SELLER. As an inducement to New Operator to enter into this Agreement, Seller covenants and makes the following representations and warranties, which are true and correct as of the date hereof and which shall be true and correct as of the Commencement Date:

a. **Status.** Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Seller has the full right, power and authority to enter into this Agreement.

c. **Litigation.** There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller specifically related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in Schedule 18(d). To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.

d. **Contracts.** Seller has made available to New Operator a copy of each written Contract that affects the Facility. To Seller's knowledge, each of the Contracts is legal, valid, binding and enforceable. Seller knows of no reason why it would be in default

under any Contracts related to the Facility.

e. **Property and Supplies.** Unless specifically permitted pursuant to the terms of this Agreement, Seller has not removed any items of personal property or Supplies from the Facility. Except for the Resident Trust Funds, Seller does not have possession of any other personal property owned by any resident of the Facility. There are currently sufficient Supplies to operate the Facility as it has been operated by Manager since July 1, 2017.

f. **AS IS.** New Operator acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical condition of the Supplies, Property or the Facility, including the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Supplies and Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Supplies, Property and the Facility **"AS IS, WHERE IS AND WITH ALL FAULTS"**, in its current condition, subject to reasonable wear and tear.

g. **Life Care Contracts.** The Facility is not a party to any life care contract with any resident of the Facility.

h. **Audits.** There are no current desk audits or full audits by OIG, CMS, IDPH, HFS or any other applicable governmental or quasi-governmental regulatory agency in connection with any cost reports filed by Seller.

i. **Licensure.** The Facility is and shall be on the Commencement Date licensed by IDPH as a skilled nursing facility with 243 skilled nursing beds. Such license is unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no outstanding Life Safety Code deficiencies or violations cited by IDPH, CMS or any state or local building, fire safety or health authorities that have not been corrected as of the date of this Agreement.

j. **Certification.** The Facility is certified for participation in the Medicare and Medicaid reimbursement programs. Such certifications are in good standing and full force and effect and subject to no restrictions or limitations. There are no written claims, demands or other notices of or action alleging the overpayment of Medicare, Medicaid or other governmental or quasi-governmental reimbursements or demands for the return of

such alleged overpayments by any third party payor with respect to the Facility.

k. **Violations.** Seller has not received notice that with respect to the Facility it has been charged or implicated in any violation of any state or federal statute or regulation involving false, fraudulent or abusive practices relating to its participation in state or federally sponsored reimbursement programs, including but not limited to false or fraudulent billing practices. The Facility is not in an open survey cycle (i.e., received violations but not yet found to be in substantial compliance). Seller has not received notice of, nor is aware of facts that may give rise to, any action that has been threatened, taken or recommended by any government authority to revoke, withdraw or suspend its license to operate the Facility or to terminate or decertify any participation of the Facility in the Medicaid or Medicare programs.

l. **Surveys.** Seller has furnished New Operator with true, accurate and complete copies of all surveys, inspection reports and similar examination reports related to the Facility in its possession as of the date of this Agreement (collectively, the "Surveys"). Any violations on the Surveys have been cured and addressed by a plan of corrective action.

m. **Utilities.** All utility services, including heat, air conditioning, hot and cold water, telephones, gas and electricity are available at the Facility in quantities sufficient for the present use of the Property. The Facility has not experienced any material disruptions to its operations arising out of any recurring loss of electrical power, flooding, limitations to access to public sewer and water or restrictions on septic service.

n. **Permits.** To the best of Seller's knowledge, all of the licenses and permits are valid and in full force and effect, and Seller has not received any notice of any violation of such permit or license.

o. **Survival of Representations or Warranties.** The representations and warranties of Seller under this Agreement shall survive the Commencement Date of the transaction contemplated hereunder for the period of twelve (12) months after the Closing Date; except the representations and warranties set forth in **Section 18(a)** (Status) and **Section 18(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Commencement Date and continue in full force and effect for the maximum period permitted by applicable law.

19. POST-COMMENCEMENT DATE COVENANTS.

a. **Use Covenants** New Operator hereby covenants that beginning on the Commencement Date and continuing through December 31, 2027:

i. **Property Use .** The Facility shall be operated as a skilled nursing facility with the Licensed Beds. The Facility shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with Section 19(a)(iii) in all instances.

ii. **Residents.** All persons who are residents of the Facility on the Commencement Date shall continue to be residents after the Commencement Date. New Operator shall not transferred any existing resident to another facility (i) without the written consent of such resident; or (ii) for medical necessity as determined by a medical professional in accordance with standard industry practice.

iii. **Medicaid Beds.** At least fifty percent (50%) of the licensed beds shall be reserved for Medicaid-eligible persons to the extent allowed by law and New Operator will use its absolute best efforts to accept all such Medicaid eligible residents.

iv. **Priority to County Residents.** New Operator shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. **Employees.** New Operator shall: (i) re-hire all of the current employees at the Facility on the Commencement Date who pass a background check, (ii) not terminate 10% or more of the current employees within the first 60 days following the Commencement Date and (iii) not terminate 20% or more of the current employees during the first 6 months after the Commencement Date. Nothing in this paragraph, however, shall create any right in favor of any person not a party hereto, including the Employees, or constitute an employment agreement or condition of employment for any Employee.

c. **Successors and Assigns.** The use restrictions set forth in this **Section 19** shall apply to New Operator's successors and assigns.

d. **Survival.** This **Section 19** shall survive the termination of this Agreement until January 1, 2028.

20. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

21. **EXHIBITS AND SCHEDULES.** If any exhibits or schedules are not attached to this Agreement on the date of execution, the parties agree to attach such exhibits and schedules as soon as reasonably practicable. This Agreement is subject to New Operator approving all exhibits and schedules not attached hereto on the date hereof, within five business days of submission thereof to New Operator. The parties hereto agree that the party charged with providing an exhibit or schedule to this Agreement shall, to the extent necessary after delivery thereof, amend or supplement all exhibits and schedules in order for the same to be current, true and correct as of the Commencement Date.

22. **EVENTS OF DEFAULT; REMEDIES.** The breach by either Seller, Manager or New Operator (as applicable, "**Defaulting Party**") of any term, provision, condition, promise,

to such inaccuracy or breach.

g. The parties agree that time is of the essence.

h. No waiver of any term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

i. Neither this Agreement nor the rights, duties or obligations arising hereunder shall be assignable or delegable by either party hereto without the express prior written consent of the other party hereto; provided, however, that New Operator shall have the right to assign this Agreement to an entity formed for the purpose of being designated the permitted nominee of New Operator's rights and obligations under this Agreement, and its rights, privileges and obligations hereunder shall be deemed assigned to such newly formed company. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

j. Captions of paragraphs are for convenience only and are not part of this Agreement and do not affect, change or modify the paragraphs they precede.

k. All understandings and agreements heretofore and between the parties are merged in this Agreement and all exhibits and schedules attached hereto, which alone fully and completely expresses their agreement.

l. This Agreement shall be construed in accordance with the laws of the State of Illinois.

m. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR HEREAFTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

n. THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN CHAMPAIGN COUNTY, ILLINOIS, AND EACH PARTY HERETO EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURT FOR THE PURPOSES THEREOF. TO THE EXTENT LEGALLY WAIVABLE, EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS

AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

o. This Agreement may be executed in counterparts, or by facsimile or electronic submission, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

p. All of the provisions of this Agreement shall be deemed and construed to be “conditions” and “covenants” as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

q. The recitals set forth at the beginning of this Agreement constitute an integral part of this Agreement and are hereby incorporated by reference herein and made in the Purchase Agreement hereof as if fully set forth herein.

r. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or “any” shall mean “any and all”; “or” shall mean “and/or”, and “including” shall mean “including, without limitation”.

s. As used in this Agreement, an individual will be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware or should have been aware after due inquiry. An entity other than an individual will be deemed to have “knowledge” of a particular fact or other matter if any individual who is serving as a member, manager, director or officer of such entity is actually aware or should have been aware after due inquiry of such fact or other matter. Notwithstanding and without limiting the foregoing, Seller shall be deemed to have knowledge of a particular fact or other matter under this Agreement if Rick Snider has actual knowledge of such fact or other matter.

t. Whenever the under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day. Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the next day which is not a Saturday, Sunday or a legal holiday. Further, unless otherwise specified, any reference to a specified number of days shall be deemed to refer to calendar days.

u. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

v. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

w. The parties hereto, and each of them, represent that in effecting and executing this Agreement, each has received from legal counsel advice as to its and their respective legal rights, irrespective as to whether they have legal counsel at the time of executing this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

The County of Champaign, Illinois, a public body corporate and politic of the State of Illinois

Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

MANAGER:

SAK Management Services, LLC, an Illinois limited liability company

By: _____
Name: _____
Its: _____

NEW OPERATOR:

[New Operator, LLC], an [Illinois limited liability company]

By: _____
Name: _____
Its: _____

Schedule 3(a)(i)

[List Vehicles with Make, Model, Year and VIN.]

Schedule 8(a)

Contracts

[List all Contracts.]

Schedule 8(b)

Assumed Contracts

1. The Union Contracts.
2. [List service contracts that can be cancelled on 60 days' or less notice.]
3. [List service contracts that would require a termination fee.]

Schedule 18(d)

Litigation

None.