

Agenda Items

- I. <u>Call To Order</u>
- II. <u>Roll Call</u>

III. Approval of Agenda/Addenda

IV. <u>Approval of Minutes</u>

A. August 14,2018

V. <u>Public Participation</u>

VI. <u>Communications</u>

VII. Justice & Social Services

- A. Monthly Reports All reports are available on each department's webpage through the department reports page at: <u>http://www.co.champaign.il.us/CountyBoard/Reports.php</u>
 - 1. Animal Control June & July 2018
 - 2. Emergency Management Agency July 2018
 - 3. Public Defender June & July 2018
 - 4. Probation & Court Services July 2018
 - 5. Veterans' Assistance Commission July 2018
- B. Other Business
 - 1. Semi-Annual Review of Closed Session Minutes
- C. Chair's Report

VIII. Policy, Personnel, & Appointments

- A. County Board of Health
 - 1. Request Approval of An Agreement Between CUPHD, the County of Champaign, & Champaign
County Health Department for Provision of Public Health Services by CUPHD to the Champaign
County Health Department12-41

B. County Clerk 42 1. August 2018 Report 42 C. County Administrator 43-46 1. Administrative Services Monthly Report – August 2018 43-46

- D. Other Business
 - 1. Reschedule November 20, 2018 County Board Meeting to November 27, 2018
 - 2. Semi-Annual Review of Closed Session Minutes
- E. Chair's Report
 - 1. County Board Appointments Expiring October 31, 2018: None (Information Only)
- F. Designation of Items to be Placed on the Consent Agenda

CHAMPAIGN COUNTY BOARD COMMITTEE OF THE WHOLE Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda County of Champaign, Urbana, Illinois Tuesday, September 11, 2018 – 6:30 p.m.

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

1-9

Page

10-11

47-48

IX. Finance

A. Treasurer

1.	Monthly Report – August 2018 – Reports are available on the Treasurer's Webpage at:
	http://www.co.champaign.il.us/treasurer/Reports.php

- 2. General Corporate Fund Cash Flow Report Presentation
- Resolution Authorizing Execution of Deed of Conveyance of the County's Interest of Appropriate 49 Certificate of Purchase on Real Estate, Permanent Parcel 24-28-09-458-019
- 4. Resolution Authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of 50 Purchase, Permanent Parcel 14-023-0072

B. Auditor

- 1. Monthly Report August 2018 Reports are available on the Auditor's Webpage at: <u>http://www.co.champaign.il.us/Auditor/countyboardreports.php</u>
- C. County Administrator
 - Labor/Management Health Insurance Committee Recommendation for Employee Health Insurance 51-61 & Related Benefits for FY2019
 Request Approval to Release RFP 2018-003 for Champaign County Integrated Property Tax 62-76
 - Assessment Extension and Collection System
 FY2018 General Corporate Fund Budget Projection & Budget Change Reports (to be distributed)
 - Request Approval of Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio 77-90 LLC
 - Memorandum Re: Engagement Letters for Defeasance of Bonds Related to the Champaign County Nursing Home

 a) Chapman and Cutler LLP
 92-99

100-104

- a) Chapman and Cutler LLPb) Raymond James & Associates, Inc.
- Request Approval of Resolution Forgiving a Loan From the Champaign County General Corporate Fund to the Nursing Home Fund Authorized by Resolution No. 9732 & Loan Renewal Resolution No. 10032
- a) Budget Amendment 18-00052 106
 Fund 080 General Corporate / Dept. 075 General County Increased Appropriations: \$226,802
 Increased Revenue: None: from Fund Balance Reason: to Recognize Bad Debt Pursuant to a Resolution Forgiving a Loan to the Champaign County Nursing Home Granted for an Emergency Boiler System Replacement in 2016 by Resolution No. 9732, Renewed in 2017 by Resolution No. 10032
 7. General Corporate Fund Consolidated Budget 107-113
- Betermination to Cancel the Special Finance Committee of the Whole Meeting Scheduled for September 27, 2018

D. Other Business

- 1. Semi-Annual Review of Closed Session Minutes114-115
- E. Chair's Report
- F. 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.

CHAMPAIGN COUNTY BOARD COMMITTEE OF THE WHOLE MINUTES

Tuesday, August 14, 2018 Lyle Shields Meeting Roor	l, & Appointments; Justice & Social Services m
MEMBERS PRESENT:	Jack Anderson, Brad Clemmons, John Clifford, Lorraine Cowart, Tracy Douglas, Aaron Esry, Stephanie Fortado, Jim Goss, Stan Harper, Jim McGuire, Max Mitchell, Kyle Patterson, Pattsi Petrie, Jon Rector, Giraldo Rosales, Chris Stohr, Stephen Summers, C. Pius Weibel
MEMBERS ABSENT:	James Tinsley
OTHERS PRESENT:	Paula Bates (Supervisor of Assessments), Rita Morocoima-Black (RPC Planning & Development Director), Deb Busey (Interim County Administrator), John Farney (Treasurer), Gordy Hulten (County Clerk), Brian Kelly (Chief Deputy Circuit Clerk), Diane Michaels (Auditor), Tami Ogden (Deputy County Administrator/Finance), Kay Rhodes (Administrative Assistant), Dalitso Sulamoyo (CEO – RPC)
CALL TO ORDER	
Weibel called the me	eeting to order at 6:35 p.m.
ROLL CALL	
Goss, Harper, McGuire, Mi	II. Anderson, Clemmons, Clifford, Cowart, Douglas, Esry, Fortado, itchell, Petrie, Rector, Rosales, Stohr, Summers, and Weibel were II, establishing the presence of a quorum.
APPROVAL OF AGENDA	A/ADDENDA
	to approve the Agenda/Addenda; seconded by Goss. Weibel moved r under Finance to the beginning of the agenda. Motion carried with
APPROVAL OF MINUTE	<u>ES</u>
	es to approve the minutes of the June 12, 2018 Committee of the y Mitchell. Motion carried with unanimous support.
	ai
PUBLIC PARTICIPATIO	

Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services Tuesday, August 14, 2018

Page 2

48 **COMMUNICATIONS**

49

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50 51

There were no communications from the committee members.

52 **JUSTICE & SOCIAL SERVICES**

53 Monthly Reports 54

The monthly reports were received and placed on file.

57 Other Business

58 HACC Presentation 59

60 David Northern, Executive Director of the Housing Authority of Champaign County, 61 provided a presentation on the Move to Work (MTW) Agency. The MTW demonstration program 62 has allowed participating public housing authorities to develop and test innovative programs that 63 expand housing options; move families toward self-sufficiency; develop administrative cost 64 savings; and provide services in more cost-effective ways. Mr. Northern stated the HACC is one 65 of only 39 housing authorities selected by HUD to participate in this program out of over 4,000 66 housing authorities throughout the country. One of the requirements for selection by HUD was 67 for each housing authority's ability to provide a research component regarding the program. 68 HACC was able to work with the University of Illinois to provide this component.

69 70

71

Patterson entered the meeting at 6:54 p.m.

72 Mr. Northern also discussed the HACC's new approach to providing affordable housing 73 for the residents of Champaign County. He explained that they had accomplished the construction 74 of hundreds of new affordable housing units and the rehabilitation of existing housing units with 75 private sector financing. Manor at the Crossing in Mahomet, Illinois was complete in 2017 and future developments: Bristol Place, The Haven at Market Place, and Pinewood Place are planned 76 77 for future construction in Champaign and Urbana, Illinois.

78

79 Mr. Northern announced that in June 2018, the HACC launched a team approach to 80 community problem solving. Constituent Services is a way to creatively and efficiently manage, track, report, and mediate any outstanding community and client concerns especially those 81 82 regarding fair housing. Additionally, the HACC maintains a presence on all social media sites for 83 better outreach to the community.

84

85 Petrie stated that many in the community have expressed concern over the sale of Skelton 86 Place because too many of the housing authority properties are not conveniently located to public transportation. Mr. Northern stated that The Haven at Market Place would replace the Skelton 87 Place property. Mr. Northern explained that Skelton Place was one the oldest housing authority 88 89 developments and was no longer efficient as an affordable housing property option. He added 90 that the HACC has recently been a part of future transportation planning discussions with 91 CUMTD.

92

93 Rosales inquired about housing options made available to the residents of Skelton Place. Mr. Northern explained that every tenant of Skelton Place had two choices: 1) Receipt of a 94

06	
95	Tenant-Protection Voucher to move anywhere; 2) Move to a vacant unit (first on the list for The
96	Haven) or a mixed/finance partnership building.
97	
98	Rosales raised concerns that some youth who have been involved with the criminal justice
99	system are not allowed to live in public housing, rendering them homeless upon release. Mr.
100	Northern was also concerned about this issue and the HACC is working with the Re-entry Council
101	on this and other issues concerning youth ages 16-24; possibly through a Youth Build Program.
102	
103	Chair's Report
104	
105	McGuire stated that there would be future discussions of items from the Racial Justice
106	Task Force Report.
107	
108	Designation of Items for Consent Agenda
109	
110	There were no items designated for the Consent Agenda.
111	
112	POLICY, PERSONNEL, & APPOINTMENTS
113	Appointments/Reappointments
114	
115	MOTION by Weibel to recommend County Board approval of resolutions appointing
116	Gary Maxwell and David Niccum to the Dewey Community Public Water District Board, each
117	to unexpired terms ending 5/31/2020; seconded by Rector. Motion carried with unanimous
118	support.
119	
120	MOTION by Weibel to recommend County Board approval of a resolution appointing
121	Jerry Lyke to the Urbana-Champaign Sanitary District, term 6/1/2018-5/31/2021; seconded by
122	Esry. Motion carried.
123	
124	MOTION by Weibel to recommend County Board approval of a resolution appointing
125	Dale Grimm to an unexpired term for the Tolono Fire Protection District ending 4/30/2020;
126	seconded by Rector. Motion carried with unanimous support.
127	
128	MOTION by Weibel to recommend County Board approval of a resolution appointing
129	David Ellars and Vicki Foley to the Tolono Fire Protection District, increasing the number of
130	members from 3 to 5, with one 2-year term ending 4/30/2021 and one 3-year term ending
131	4/30/2022 to be determined by lot at a Tolono FPD meeting; seconded by Stohr. Motion carried
132	with unanimous support.
133	
134	MOTION by Weibel to recommend County Board approval of a resolution appointing
135	David McCormick to the Mount Olive Cemetery Association for an unexpired term ending
136	6/30/2020; seconded by Clifford. Motion carried with unanimous support.
137	
138	MOTION by Weibel to recommend County Board approval of a resolution appointing
139	Grant Henry to the Champaign County Housing Authority Board, term 8/1/2018-7/31/2023;
140	seconded by Patterson. Motion carried with unanimous support.
141	

142 143 144 145 146 147 148 149 150 151 152 153 154 155	MOTION by Weibel to appoint the following to their respective drainage districts, term 9/1/2018-8/31/2021: Beaver Lake – Lyle Brock; Blackford Slough – Jack Murray; Conrad & Fisher – Delmar Banner; Fountain Head – Gerald Reifsteck; Harwood & Kerr – Todd Hesterberg; Kankakee – Edward Feeney; Longbranch Mutual – Rick Wolken; South Fork – Glen Lafenhagen; Nelson-Moore-Fairfield – Mark Birkey; #10 Town of Ogden – Tim Huls; #2 Town of Scott – Paul Berbaum; Okaw – Gerald Henry; Owl Creek – Leonard Stocks; Pesotum Slough Special – Jeffrey Little; Pesotum Consolidated – Douglas Reinhart; Prairie Creek – Keith Harms; Raup – Kevin Wolken; Salt Fork – Reggie Peters; Sangamon & Drummer – Steven Hawthorne; Silver Creek – Mervyn Olson; St. Joseph #3 – Lloyde Esry; Somer #1 – William Shumate; St. Joseph #6 – Barry Fisher; Two Mile Slough – Doug Stierwalt; Union – Stanton & Ogden Townships – Lynn Huls; St. Joseph #4 – Dale Busboom; Triple Fork – David Wolken; Union #1 Philo & Crittenden – Justin Decker; Union #2 St. Joseph & Ogden – Dan Mills; Union #3 South Homer & Sidney – Greg Allen; Upper Embarras River Basin – Donald Maxwell; Union #1 Philo & Urbana – Ed Decker; West Branch – Richard Peavler; and Wrisk – Francis Lafenhagen; seconded
156	by Clifford. Motion carried with unanimous support.
157	
158	MOTION by Weibel to recommend County Board approval of a resolution appointing
159	Brian Buss to the St. Joseph #3 Drainage District Board for an unexpired term ending 8/31/2019;
160	seconded by Esry. Motion carried with unanimous support.
161	
162	County Clerk
163	Report
164	
165	The June-July 2018 reports and the semi-annual report were received and placed on file.
166	
167	Establish Places of Election
168	
169	MOTION by Fortado to recommend County Board approval of a resolution to establish
170	a place of election for City of Champaign #3 and City of Champaign #7; seconded by Stohr.
171	
172	Fortado asked how voters would be notified of the changes.
173	
174	Hulten explained that polling place changes are reflected in all published notices, website
175	and social media channels. The County Clerk's office would mail and email letters with
176	information about the change, voting by mail, and early voting to all affected voters in all affected
177	precincts. Additionally, new voter information cards would be mailed to the affected voters. The
178	County Clerk's office had already communicated these changes to the leadership of student
179	government at the University of Illinois. The U of I is required by law to send out an email prior
180	to every general election and general primary outlining voter registration and voting procedure,
181	as well as how to locate places to vote. Motion carried with unanimous support.
182	
183	MOTION by Fortado to recommend County Board approval of a resolution to establish
184	place of election for Cunningham #3; seconded by Anderson.
185	
186	Stohr had concerns about moving Cunningham #3 voters to the Illini Union because he
187	had witnessed long lines there in the past. He suggested using the Levis Faculty Center instead.
188	

189 190 191 192 193 194 195 196 197	Hulten noted that this is a temporary move and the Illini Union already functions as a campus Early Voting location, as well as, a universal voting location on Election Day. Historically, voter turnout for non-presidential elections is significantly lower. The proposed change would be for all elections through the March 2020 General Primary Election, after which the renovations at the Illinois Street Residence (ISR) Hall would be complete and Cunningham #3 voters would move back to ISR before the next presidential election. Hulten stated that even if a separate location, such as the Levis Center was selected for Cunningham #3 voters, the majority would still gravitate to the Illini Union.
198 199 200 201 202 203 204	Stohr reiterated his concern about long lines at the Illini Union during the last large election and asked what preparations were underway to alleviate this situation. Hulten explained that the Illini Union is a universal polling place and anyone in the County can utilize it on election day. During the presidential election in 2016, fifteen election judges were stationed at the Illini Union. This was more than any other voting location in the County and all that the physical space could accommodate. The ballrooms have not been an option for the County Clerk's office.
205 206 207 208 209	Hulten explained that for the upcoming election, the basement area of the Illini Union is not available and is off the table for future use. He said that for this election, there would be two adjoining rooms on the 4 th floor and they would route voters in one door and out the other, fitting as many voting booths in the space as possible. Stohr would not support the motion.
210 211 212 213	Fortado agreed that the space allotted to the County Clerk's office at the Illini Union was very limiting. Motion carried.
214 215 216	Report The June and July 2018 HR Reports were received and placed on file.
217 218 219	Other Business County Board Rules
220 221 222 223 224 225	Weibel noted that the draft of the new County Board Rules as distributed was a result of the County Executive Transition (CET) Committee meetings. He noted that the draft rules were not complete. The CET would reconvene soon to complete the draft rules. It was distributed at this time for review and feedback.
226 227	Appointment of Justice & Social Services Deputy Chair and Assistant Deputy Chair
228 229 230 231	MOTION by Weibel to recommend County Board approval of a resolution appointing Jim McGuire as the Deputy Chair of the Justice & Social Service Committee of the Whole to replace Robert King; seconded by Esry. Motion carried with unanimous support.
232 233 234 235	MOTION by Weibel to recommend County Board approval of a resolution appointing Kyle Patterson as the Assistant Deputy Chair of the Justice & Social Services Committee of the Whole; seconded by Fortado. Motion carried with unanimous support.

236 237	Chair's Report
237 238 239	Rosales noted that there were no County Board appointments expiring in September 2018.
240 241	Designation of Items to be Placed on the Consent Agenda
242 243	Items A2; A5a-b; A7-10; B3a; and D2-3 were designated for the Consent Agenda.
244	FINANCE
245	Budget Amendments/Transfers
246	
247	MOTION by Patterson to recommend County Board approval of a resolution authorizing
248	Budget Amendment 18-00029 for Fund 081 Nursing Home - Dept. 410 Administrative with
249	increased appropriations of \$4,542,946 and increased revenue of \$4,611,523 because there are
250	insufficient appropriations to continue operations in FY2018. This amendment restores the
251	FY2018 budget to the original 12-Month budget proposed by the management company;
252	seconded by Petrie. Motion carried.
253	
254	Summers exited the meeting at 8:17 p.m.
255	
256	MOTION by Patterson to recommend County Board approval of a resolution authorizing
257	Budget Amendment 18-00042 for Fund 089 County Public Health - Dept. 018 C-U Public
258	Health District with increased appropriations of \$2,917 and matching revenue in order to
259	distribute funds to CUPHD; seconded by Cowart. Motion carried with unanimous support.
260	
261	MOTION by Goss to recommend County Board approval of a resolution authorizing
262	Budget Amendment 18-00043 for Fund 476 Self-funded Insurance – Dept. 118
263	Property/Liability Insurance with increased appropriations of \$7,000 and matching revenue from
264	other insurance companies for damaged vehicles; seconded by Clifford. Motion carried with
265	unanimous support.
266	
267	MOTION by Petrie to recommend County Board approval of a resolution authorizing
268	Budget Amendment 18-00044 for Fund 671 Court Document Storage – Dept. 030 Circuit Clerk
269	with increased appropriations of \$53,900 from fund balance to pay for JANO integration with re:
270	SearchII; seconded by Goss. Petrie asked for a date of implementation. Chief Deputy Circuit
271	Clerk, Brian Kelly explained that the mandated start date was July 1, 2018. The second phase of
272	scanning in all documents would take 2-3 weeks, perhaps 5 weeks. Douglas asked if the access
273	was only available to attorneys. Kelly affirmed that only attorneys had access however, the goal
274	is to make it available to the public. Motion carried with unanimous support.
275	MOTION by Convert to recommend County Deard entroyal of a resolution authorizing
276	MOTION by Cowart to recommend County Board approval of a resolution authorizing Budget Amendment 18,00045 for Fund 075 Regional Planning Commission – Dept 881 Long
277	Budget Amendment 18-00045 for Fund 075 Regional Planning Commission – Dept. 881 Long Range Transportation Plan – Web with increased appropriations of \$180,870 and matching
278 279	revenue for new Illinois Department of Transportation contract for web-based planning; seconded
279 280	by Rector. Motion carried with unanimous support.
280 281	by rector. Motion carried with unanimous support.
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282 283 284 285 286 287	MOTION by Cowart to recommend County Board approval of a resolution authorizing Budget Amendment 18-00046 for Fund 075 Regional Planning Commission – Dept. 882 Urbana Kickapoo Rail Trail with increased appropriations of \$125,095 and matching revenue for new Illinois Department of Transportation contract for Urbana Kickapoo Rail Trail extension planning study; seconded by Stohr. Motion carried.
288 289 290 291 292	MOTION by Anderson to recommend County Board approval of a resolution authorizing Budget Amendment 18-00051 for Fund 080 General Corporate – Dept. 025 Supervisor of Assessments with increased appropriations of \$5,650 from fund balance to cover 2018 assessor publications; seconded by Cowart. Motion carried with unanimous support.
293 294 295	<u>Treasurer</u> Monthly Report
296 297	The Treasurer's June and July 2018 monthly reports were received and placed on file.
298 299	General Corporate Fund Cash Flow Projection Presentation
300 301 302 303	Farney stated that the loan of \$1 million from the Public Safety Sales Tax Fund to the General Corporate Fund had been repaid in July 2018. The Fund Balance at the end of July was over \$4.9 million. The projected cash balance through the end of December 2018 is \$5,245,000.
304	Illinois Trust
305 306 307 308	MOTION by Anderson to recommend County Board approval of a resolution approving the Declaration of Trust of the Illinois Trust and authorizing the execution thereof by certain officials acting on behalf of Champaign County; seconded by Petrie.
309 310 311 312 313 314 315 316	Farney explained that the Treasurer's office holds County funds in a variety of depositories, including local financial institutions and larger intergovernmental investment pools and trusts. A majority of its funds are held in The Illinois Funds, a local government investment pool operated by the Illinois State Treasurer's Office. As interest rates continue to rise, it is important that Champaign County have options available that meet the County's investment policy goals.
317 318 319 320 321 322 323 324 325 326 327 328	Farney recommended that Champaign County enter into an agreement with The Illinois Trust because it is a diversified, open-end, managed investment trust owned by public entities and designed to address the short-term cash investment needs of Illinois public investors. The Trust provides an opportunity for Champaign County to maximize its income potential while maintaining the policy goals of safety, liquidity and yield. Utilizing both The Illinois Funds and The Illinois Trust allow for the Champaign County Treasurer's Office to move County funds immediately upon need. There is no cost to the County to participate in either investment. Motion carried with unanimous support .

Committee of the Whole

Finance; Policy, Personnel, & Appointments; Justice & Social Services Tuesday, August 14, 2018

Page 8

329 **Depositories for Funds** 330 331 **MOTION** by Goss to recommend County Board approval of a resolution designating 332 depositories for funds; seconded by Harper. Motion carried with unanimous support. 333 334 Tax Sale Resolutions 335 336 **OMNIBUS MOTION** by Mitchell to recommend County Board approval of resolutions 337 authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of Purchase, 338 Permanent Parcels 30-059-0042; 29-050-0019; 15-025-0119; and 02-001-0006; seconded by 339 Clifford. Motion carried with unanimous support. 340 341 **OMNIBUS MOTION** by Summers to recommend County Board approval of resolutions 342 authorizing the execution of Deeds of Conveyance of the County's interest or cancellation of the 343 appropriate Certificate of Purchases on real estate, Permanent Parcels 20-09-01-180-003, 92-21-344 16-156-004, 01-35-30-231-006, 14-03-32-400-019, 20-03-35-352-006, 20-09-01-176-040, 20-09-01-179-020, 20-09-01-402-022, 21-34-33-430-013, 22-32-06-110-002, 20-09-02-176-011, 345 346 26-30-09-303-003, 91-21-07-251-009, 26-30-08-430-022, 20-09-02-207-001, and 46-21-07-181-347 010; seconded by Esry. Motion carried with unanimous support. 348 349 **OMNIBUS MOTION** by Anderson to recommend County Board approval of resolutions authorizing the cancellation of the appropriate Certificate of Purchase on mobile homes 350 351 permanent parcels 14-018-0009 and 14-018-0006; seconded by Rector. Motion carried with 352 unanimous support. 353 354 Auditor 355 Monthly Report 356 357 The Auditor's June and July 2018 reports were received and placed on file. 358 359 **County Administrator** 360 FY2018 General Corporate Fund Projection and Budget Change Reports 361 362 Ogden stated that real estate market transactions have resulted in increased Revenue 363 Stamp revenue. There will be a corresponding increase in Purchase Document Stamps 364 expenditure. The Illinois Department of Revenue stated that Federal Tax Law changes caused 365 FY2018 Personal Property Replacement Tax (PPRT) revenues to be higher than anticipated. 366 367 The projected Fund Balance for December 2018 is 14.2% or \$5.1 million. 368 369 Addendum to SAK Services Agreement 370 MOTION by Weibel to recommend County Board approval of a resolution authorizing 371 an addendum to the SAK Services Agreement; seconded by Rosales. Fortado explained that under 372 the current agreement, the term date is September 30, 2018. The addendum adjusts the term date 373 374 of the agreement to expire with the closing date of the sale of the nursing home. Motion carried 375 with unanimous support.

376	Other Business
377	
378	There was no other business.
379	
380	Chair's Report
381	
382	There was no Chair's report.
383	
384	Designation of Items for the Consent Agenda
385	
386	Items A2-5; A7; B3a-b; B4-25 and D2 were designated for the Consent Agenda.
387	
388	OTHER BUSINESS
389	Weited and Development and a second bins to via ideas for the supervise UCCI
390	Weibel asked County Board members to send him topic ideas for the upcoming UCCI
391	sponsored trip to Washington D.C.
392	
393	ADJOURNMENT
394 395	Chain Waihel adjacement the meeting at 9.41 mm
395	Chair Weibel adjourned the meeting at 8:41 p.m.
390	Respectfully submitted,
398	Respectivity submitted,
399	
400	Kay Rhodes,
401	Administrative Assistant
402	Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.

Julia R. Rietz State's Attorney

Barbara Mann Chief of the Civil Division email: bmann@co.champaign.il.us

Donna M. Davis Assistant State's Attorney email: ddavis@co.champaign.ll.us



Courthouse 101 East Main Street P. O. Box 785 Urbana, Illinois 61801 Phone (217) 384-3733 Fax (217) 384-3816

Office of State's Attorney Champaign County, Illinois

August 29, 2018

[Via Email: tasplund@co.champaign.il.us]

Mr. Jim McGuire Justice and Social Services Committee Chair

Re: Closed Session Minutes Review for Justice and Social Services Committee

Dear Mr. McGuire:

Pursuant to the Open Meetings Act, a public body such as the Justice and Social Services Committee must review its closed session minutes at least semi-annually. The Committee must then determine whether the need for confidentiality exists as to all or part of those minutes, or that the minutes or portions thereof no longer require confidential treatment, if so, the records would be available for public inspection. Therefore, the question is whether there is no longer a need to keep minutes closed in order to protect either the public interest or the privacy of an individual. Whichever conclusion that the Committee draws must be then be reported in open session.

Please note that the Committee may enter into closed session for the purpose of review of closed session minutes pursuant to 5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under the Act. Just as in open session, if the matter requires action by the Committee, the matter must have been noticed on the posted agenda.

The County Board passed Resolution No. 7969, "Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board" on November 17th, 2011. Under the parameters established by the full board in Resolution 7969, the closed session minutes dated 5/13/2005, 5/26/2005, 6/6/2005, and 6/8/2005 are eligible to be placed in the open minute files, should the Justice and Social Services Committee so choose.

Sincerely,

Dome M. Dai

Donna M. Davis

DMD/cdg cc: Tammy Asplund, Kay Rhodes (Administrative Services) AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT AND THE COUNTY OF CHAMPAIGN AND CHAMPAIGN COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF PUBLIC HEALTH SERVICES BY THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT TO THE CHAMPAIGN COUNTY HEALTH DEPARTMENT

This Agreement is made between the Champaign-Urbana Public Health District and the County of Champaign and Champaign County Health Department pursuant to the authority granted by their respective governing bodies in consideration of the following mutual covenants and conditions:

1. This Agreement is made pursuant to the authority granted by the governing bodies of each party and to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., specifically paragraphs 220/3 and 220/5; the Public Health District Act, 70 ILCS 905/0.01, et seq., and specifically paragraph 905/17(11); the Counties Code, 55 ILCS 5/1-1001, et seq., and specifically paragraphs 5/5-1005 and 5/5-25013(B)5; and the Illinois Constitution of 1970, Article VII, Section 10.

2. The purpose of this Agreement is for the Champaign-Urbana Public Health District, hereinafter called the Public Health District, to provide for the Champaign County Health Department, hereinafter called the County Health Department, certain public health services which the County of Champaign, hereinafter called the County, is authorized to provide through the County Health Department created under the provisions of 55 ILCS 5/5-25001, et seq.

3. The Public Health District will provide advice and guidance to the County Health Department with respect to the programs set forth in this Agreement.

4. The Public Health District will perform the activities necessary to maintain the status of the County Health Department as a Certified Local Health Department pursuant to 77 Ill.Adm.Code [Illinois Administrative Code] 600, as set forth in paragraph 5.

5. The Public Health District will provide public health services for the following programs which are mandatory programs for a local health department to receive a Local Health Protection Grant pursuant to 77 Ill.Adm.Code 615, Local Health Protection Grant Rules, or such other mandatory programs as the Illinois Department of Public Health may from time to time require. These programs are a required part of this Agreement.

- a. Infectious Diseases Control Program
- b. Food Protection
- c. Private Sewage Disposal
- d. Potable Water Supply

6. a. With respect to the Infectious Diseases Control Program the Public Health District will conduct activities for the control of infectious diseases in accordance with the program standards set forth in 77 Ill.Admin.Code 615.300, Local Health Protection Grant Rules; 77 Ill.Admin.Code 690, Control of Communicable Diseases Code; 77 Ill.Admin.Code 693, Control of Sexually Transmissible Diseases Code; 77 Ill.Admin.Code 696,

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Control of Tuberculosis Code; and 77 Ill.Admin.Code 697, AIDS Confidentiality and Testing Code.

b. The Public Health District is authorized to include at its discretion any or all of the immunizations recommended by the Advisory Committee on Immunization Practices for the Centers for Disease Control and Prevention which are in addition to immunizations required by the regulations set forth in section 6-a.

7. a. The County has adopted and will maintain in force an ordinance adopting the "Illinois Food Service Sanitation Code," 77 Ill. Adm. Code 750. With respect to the Food Protection program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill. Admin. Code 750, "Illinois Food Services Sanitation Code" and 77 Ill.Admin.Code 615.310, Local Health Protection Grant Rules.

b. The Public Health District will furnish to the County Health Department a monthly summary of inspections performed and permits issued under this program.

c. The Public Health District will conduct educational seminars periodically as needed for food establishments.

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d. The Public Health District will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Illinois Food Service Sanitation Code.

8. a. The County has adopted and will maintain in force an ordinance adopting the Private Sewage Disposal Code, 77 Ill.Admin.Code 905. With respect to the Private Sewage Disposal program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill.Admin.Code 905, Private Sewage Disposal Code; 77 Ill.Admin.Code 900, Drinking Water Systems Code; 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code; 77 Ill.Admin.Code 930, Surface Source Water Treatment Code; and 77 Ill.Admin.Code 895, Public Area Sanitary Practice Code.

b. The Public Health District will conduct inspections of sewage disposal facilities at such times as it considers appropriate.

c. The Public Health District will conduct inspection activities and other activities and issue permits and take such action as it considers appropriate under the Private Sewage Disposal Licensing Act, 225 ILCS 225/1, et seq.

9. a. The County has adopted and will maintain in force an ordinance adopting the Illinois Water Well Construction Code,

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77 Ill.Admin.Code 920, and the Illinois Water Well Pump Installation Code, 77 Ill.Admin.Code 925. With respect to the Potable Water Supply program the Public Health District will conduct activities as follows in accordance with program standards set forth in 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code.

b. The Public Health District will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Groundwater Protection Act, 415 ILCS 55/9, and the Drinking Water Systems Code, 77 Ill.Admin.Code 900; the Illinois Water Well Construction Code, 415 ILCS 30, and related Code, 77 Ill.Admin.Code 920; the Illinois Water Well Pump Installation Code, 415 ILCS 35, and related Code, 77 Ill.Admin.Code 925; and the general powers of the Illinois Department of Public Health as they relate to water supply, 20 ILCS 2305/2; the Surface Water Treatment Code, 77 Ill.Admin.Code 930; and the Public Area Sanitary Practice Code, 77 Ill.Admin.Code 895.

10. The Champaign County Board will adopt and maintain in force ordinances adopting such additional Codes as the Illinois Department of Public Health requires or from time to time may require.

11. The County Board of Health Department must approve any new grant agreements for programs not presently being provided

5

to the County Health Department by the Public Health District as outlined in Appendix A made on behalf of the County Health Department by the Public Health District as may arise from time to time, which are within the lawful authority of the County Health Department to administer. The Public Health District will not commit to receive funds or provide services for new programs or new activities on behalf of the County Health Department without prior approval of the County Board of Health. The Public Health District will include in the information to be presented to the County Board of Health as to these public or private grant funded programs an accounting as to how the funds from the said grant funded programs are to be allocated between the Public Health District and the County Health Department if the programs are joint applications on behalf of the Public Health District and the County Health Department.

12. The Public Health District will on an annual basis submit to the County Board of Health or its designated committee a proposed budget for the services to be rendered to the County Health Department. The said budget will include a list of proposed activities and programs to be conducted on behalf of the County Health Department. The said budget and list of proposed activities will be submitted to the County Board of Health no later than the August County Board of Health Budget Committee meeting. The budget will follow the Champaign County budget format and will specifically delineate all expected revenues and expenditures for the County Health Department

6

during its fiscal year which said fiscal year is January 1 through December 31. The parties acknowledge that any of the programs or activities agreed upon by them may be terminated because of funding cuts from the federal or state government; however, aside from programs or activities which are terminated as a result of the said funding cuts, any of the programs or activities agreed upon by the parties may be terminated only by the mutual written agreement of the parties.

13. All Codes within the Illinois Administrative Code which the County is to adopt by ordinance under this Agreement also will contain such enforcement provisions and other provisions as required by the Illinois Administrative Code. Such ordinances will provide that they are effective in the geographical area in which the County Health Department has jurisdiction.

14. Under the provisions of the Counties Code, 55 ILCS 5/5-25013(A)10, and of 77 Ill.Admin.Code 600.300, the County Health Department is required to appoint a medical health officer as the executive officer or to appoint a public health administrator for the County Health Department. For that purpose the County Board of Health designates the public health administrator of the Public Health District as such public health administrator for the County Health Department. It will be the responsibility of the Public Health District to require its public health administrator to maintain a status of being qualified as the public health administrator. Decisions

7

regarding the public health administrator are solely within the authority of the Board of Health of the Public Health District. However, the County Health Department may complete a peer review evaluation of the public health administrator of the Public Health District each year or assist the Board of Health of the Public Health District in its evaluation of the Public Health Administrator as requested by the Board of Health of the Public Health District in any manner agreed upon by the County Board of Health and the Board of Health of the Public Health District.

15. The Public Health District is providing public health services to the County Health Department pursuant to the provisions of this Agreement. All parties acknowledge the following:

a. The Public Health District has complete control over its internal operations.

b. All personnel of the Public Health District performing services under this Agreement are employees of the Public Health District for all purposes related to this Agreement.

c. The Public Health District will be responsible for and will have full control over any financial audits or reports required by applicable law or any funding grantor concerning its operations related to this Agreement.

8

d. It is the responsibility of the Public Health District and not of the County or the County Health Department to require the said employees providing services under this Agreement to maintain any required qualifications.

In addition to the mandatory programs set forth in 16. sections 4 through 9 during each year of this Agreement, the County Board of Health and the Board of Health of the Public Health District by agreement will select the other programs to be performed by the Public Health District for the County Health Department upon submission of a proposed budget by the Public Health District to the County Board of Health. The County Health Department will then pay for all programs on a monthly basis in a sum equivalent to one-twelfth of the monies due for the budget year to the Public Health District, as more specifically set forth in Appendix B. The Public Health District will present an invoice to the Champaign County Administrator within 30 days after the end of each month for the compensation due for the services provided by the Public Health District under this Agreement. Each invoice will be paid within 14 days after receipt of the invoice by the Champaign County Administrator.

17. All inspection and permit fees and other fees paid in relation to the public health services under this Agreement will be paid to the County. The Public Health District will have all

9

payers make checks payable to the "Champaign County Health Department."

18. All administrative records created or maintained by the Public Health District pursuant to this Agreement will be the joint records of the Public Health District and the County Health Department, and will be maintained by the Public Health District at its main office, or such other office as agreed upon by the parties. The Public Health District will furnish to the County Health Department or the County Board of Health such records and reports as are required to be provided by this Agreement.

19. The County Health Department will have reasonable access to those books and records of the Public Health District as are reasonably necessary to review performance and costs under this Agreement. The County Board of Health will designate from time to time a person from the County Board of Health or a County Health Department employee to perform this activity for the County Health Department. It is not the intent of this section to permit any member of the County Health Department to examine such records at the discretion of such member but only as authorized by the County Board of Health pursuant to this section.

20. The services to be provided by the Public Health District will be provided at its existing main facility in Champaign, Illinois, and at such other locations as the Public

10

Health District will determine. The parties may agree to the provision of selected services at additional locations with the additional expenses being reimbursed by the County Health Department to the Public Health District.

21. a. For all durable equipment, such as desks, chairs, computers, printers, which the Public Health District in its sole discretion determines that it requires for the purpose of performing its duties under this Agreement, the Public Health District will provide to the County or its County Health Department from time to time in writing a designation of the specific items required, except that prior approval by the County Health Department is required for any item costing in excess of \$2,000.00. It will be the responsibility of the County or the County Health Department to purchase promptly at the sole expense of the County or the County Health Department each such item and to have each such item delivered to the location specified by the Public Health District.

b. It will be the responsibility of the County or the County Health Department to pay for such maintenance and repair of each item as the Public Health District determines is required.

c. Upon termination of this Agreement by expiration or otherwise, or upon direction by the Public Health District, whichever occurs first, the County Health Department will remove such equipment and any remaining equipment acquired under prior

11

agreements from the premises of the Public Health District, whereupon the equipment will be deemed to be the property of the County Health Department. In the event of termination of any of the non-mandatory programs or activities as have been agreed upon by the parties, the County Health Department may recover at that time any such durable equipment which was used exclusively for any such programs or activities being terminated.

d. All equipment acquired other than under prior agreements or under subsection 'a' of this section of this Agreement and all supplies acquired by the Public Health District for the purpose of performing its duties under this Agreement are the property of the Public Health District.

22. The Public Health District will have the County, the County Board of Health, and the County Health Department named as an additional insured on the applicable insurance policies of the Public Health District with respect to services provided under this Agreement.

23. The Public Health District may terminate this Agreement by approval of its governing body upon 12 months' notice in writing to the County and the County Board of Health.

24. The County Board of Health may terminate this Agreement by approval of both the Champaign County Board and of the County Board of Health upon 12 months' notice in writing to the Public Health District.

12

25. This Agreement may be amended at any time upon such terms as the parties may agree by the addition, deletion or modification of any one or more programs or in any other manner except that none of the programs identified as mandatory programs may be deleted other than by termination of this Agreement. Except as set forth in Section 11, this Agreement may be amended only by an agreement in writing authorized by the governing body of each party to this Agreement.

26. This Agreement will be in effect for the period beginning January 1, 2019 and ending at the end of the day on December 31, 2029, unless sooner terminated as provided herein. The contract year will be the period January 1 through December 31 of each calendar year.

27. The Public Health District will not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, pandemic, weather or any other cause beyond the control of the Public Health District.

28. The foregoing constitutes the entire agreement and no statement or representation in any form made before, on or after

13

The dates of execution of this Agreement will be binding upon any party hereto.

CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT COUNTY OF CHAMPAIGN

By:_

DANIELLE CHYNOWETH Secretary, Board of Health

Date:

By: C. PIUS WEIBEL County Board Chair

Date:

By:

ANDREW QUARNSTROM Member, Board of Health

Date:____

ATTEST:

GORDY HULTEN County Clerk and Ex-Officio Clerk of the County Board

Date:

CHAMPAIGN COUNTY HEALTH DEPARTMENT By: KRISTA JONES, D.N.P President, Board of Health Date: ATTEST: 1 01 John A. Peterson, M.D. Secretary Date:

APPENDIX A

The following environmental health services supplement the Local Health Protection Grant environmental health programs.

A. Community surveillance, education and prevention to prevent mosquito-borne viruses including West Nile virus.

- Performance of environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases. These activities are funded by an Illinois Department of Public Health [IDPH] grant to the County Health Department.
- 2. The Public Health District presently is operating under the Intergovernmental Agreement between the Champaign-Urbana Public Health District, the City of Champaign, the City of Urbana and the Village of Savoy for the *Culex* Mosquito Prevention Program effective April 1, 2011. The Village of Savoy is participating in this program at no expense to the Champaign County Public Health Department. The Village of Savoy is paying for its participation in this program.

B. Radon test kit distribution and community education to promote radon awareness and mitigation. These activities are funded by a grant from the Illinois Emergency Management Agency to the Public Health District.

C. Perform services within the county jurisdiction pursuant to the grant agreements for the body art program, tanning program and the summer food inspection program. These services are funded by IDPH grants to the Public Health District.

D. Well water testing for non-valid public health significance [i.e., for any reason other than a reason for which testing is required under the potable water supply program standard], as interpreted by IDPH, is a fee-for-service program. Interpretation and dissemination of laboratory test results for coliform bacteria from the IDPH laboratory will be performed. Fees shall be paid according to the fee schedules and payments will be made to the Champaign County Public Health Department.

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AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT AND THE COUNTY OF CHAMPAIGN AND CHAMPAIGN COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF PUBLIC HEALTH SERVICES BY THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT TO THE CHAMPAIGN COUNTY HEALTH DEPARTMENT

This Agreement is made between the Champaign-Urbana Public Health District and the County of Champaign and Champaign County Health Department pursuant to the authority granted by their respective governing bodies in consideration of the following mutual covenants and conditions:

1. This Agreement is made pursuant to the authority granted by the governing bodies of each party and to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., specifically paragraphs 220/3 and 220/5; the Public Health District Act, 70 ILCS 905/0.01, et seq., and specifically paragraph 905/17(11); the Counties Code, 55 ILCS 5/1-1001, et seq., and specifically paragraphs 5/5-1005 and 5/5-25013(B)5; and the Illinois Constitution of 1970, Article VII, Section 10.

2. The purpose of this Agreement is for the Champaign-Urbana Public Health District, hereinafter called the Public Health District, to provide for the Champaign County Health Department, hereinafter called the County Health Department, certain public health services which the County of Champaign, hereinafter called the County, is authorized to provide through the County Health Department created under the provisions of 55 ILCS 5/5-25001, et seq.

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3. The Public Health District will provide advice and guidance to the County Health Department with respect to the programs set forth in this Agreement.

4. The Public Health District will perform the activities necessary to maintain the status of the County Health Department as a Certified Local Health Department pursuant to 77 Ill.Adm.Code [Illinois Administrative Code] 600, as set forth in paragraph 5.

5. The Public Health District will provide public health services for the following programs which are mandatory programs for a local health department to receive a Local Health Protection Grant pursuant to 77 Ill.Adm.Code 615, Local Health Protection Grant Rules, or such other mandatory programs as the Illinois Department of Public Health may from time to time require. These programs are a required part of this Agreement.

- a. Infectious Diseases Control Program
- b. Food Protection
- c. Private Sewage Disposal
- d. Potable Water Supply

6. a. With respect to the Infectious Diseases Control Program the Public Health District will conduct activities for the control of infectious diseases in accordance with the program standards set forth in 77 Ill.Admin.Code 615.300, Local Health Protection Grant Rules; 77 Ill.Admin.Code 690, Control of Communicable Diseases Code; 77 Ill.Admin.Code 693, Control of Sexually Transmissible Diseases Code; 77 Ill.Admin.Code 696,

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Control of Tuberculosis Code; and 77 Ill.Admin.Code 697, AIDS Confidentiality and Testing Code.

b. The Public Health District is authorized to include at its discretion any or all of the immunizations recommended by the Advisory Committee on Immunization Practices for the Centers for Disease Control and Prevention which are in addition to immunizations required by the regulations set forth in section 6-a.

7. a. The County has adopted and will maintain in force an ordinance adopting the <u>"Illinois Food Service</u> <u>Sanitation Code," 77 Ill. Adm. Code 750. Food-Service</u> <u>Sanitation Code, 77 Ill.Admin.Code 750, and the Retail Food</u> <u>Store Sanitation Code,77 Ill.Admin.Code 760</u>. With respect to the Food Protection program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill. Admin. Code 750, <u>"Illinois</u> Food Services Sanitation Code" 777

Ill.Admin.Code 760, Retail Food Store Sanitation Code; and 77 Ill.Admin.Code 615.310, Local Health Protection Grant Rules.

b. The Public Health District will furnish to the County Health Department a monthly summary of inspections performed and permits issued under this program.

c. The Public Health District will conduct educational seminars periodically as needed for food <u>establishments</u>.service facilities and retail food stores.

d. The Public Health District will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the <u>Illinois</u> Food Service Sanitation Code <u>and the Retail Food Store Sanitation</u> Code.

8. a. The County has adopted and will maintain in force an ordinance adopting the Private Sewage Disposal Code, 77 Ill.Admin.Code 905. With respect to the Private Sewage Disposal program the Public Health District will conduct activities as follows in accordance with the program standards set forth in 77 Ill.Admin.Code 905, Private Sewage Disposal Code; 77 Ill.Admin.Code 900, Drinking Water Systems Code; 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code; 77 Ill.Admin.Code 930, Surface Source Water Treatment Code; and 77 Ill.Admin.Code 895, Public Area Sanitary Practice Code.

b. The Public Health District will conduct inspections of sewage disposal facilities at such times as it considers appropriate.

c. The Public Health District will conduct inspection activities and other activities and issue permits and take such action as it considers appropriate under the Private Sewage Disposal Licensing Act, 225 ILCS 225/1, et seq.

9. a. The County has adopted and will maintain in force an ordinance adopting the Illinois Water Well Construction Code,

77 Ill.Admin.Code 920, and the Illinois Water Well Pump Installation Code, 77 Ill.Admin.Code 925. With respect to the Potable Water Supply program the Public Health District will conduct activities as follows in accordance with program standards set forth in 77 Ill.Admin.Code 920, Illinois Water Well Construction Code; 77 Ill.Admin.Code 925, Illinois Water Well Pump Installation Code.

b. The Public Health District will conduct inspection activities and other activities and issue permits and take such other action as it considers appropriate under the Groundwater Protection Act, 415 ILCS 55/9, and the Drinking Water Systems Code, 77 Ill.Admin.Code 900; the Illinois Water Well Construction Code, 415 ILCS 30, and related Code, 77 Ill.Admin.Code 920; the Illinois Water Well Pump Installation Code, 415 ILCS 35, and related Code, 77 Ill.Admin.Code 925; and the general powers of the Illinois Department of Public Health as they relate to water supply, 20 ILCS 2305/2; the Surface Water Treatment Code, 77 Ill.Admin.Code 930; and the Public Area Sanitary Practice Code, 77 Ill.Admin.Code 895.

10. The Champaign County Board will adopt and maintain in force ordinances adopting such additional Codes as the Illinois Department of Public Health requires or from time to time may require.

11. The County Board of Health Department must approve any new grant agreements for programs not presently being provided

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to the County Health Department by the Public Health District as outlined in Appendix A made on behalf of the County Health Department by the Public Health District as may arise from time to time, which are within the lawful authority of the County Health Department to administer. The Public Health District will not commit to receive funds or provide services for new programs or new activities on behalf of the County Health Department without prior approval of the County Board of Health. The Public Health District will include in the information to be presented to the County Board of Health as to these public or private grant funded programs an accounting as to how the funds from the said grant funded programs are to be allocated between the Public Health District and the County Health Department if the programs are joint applications on behalf of the Public Health District and the County Health Department.

12. The Public Health District will on an annual basis submit to the County Board of Health or its designated committee a proposed budget for the services to be rendered to the County Health Department. The said budget will include a list of proposed activities and programs to be conducted on behalf of the County Health Department. The said budget and list of proposed activities will be submitted to the County Board of Health no later than the August County Board of Health Budget Committee meeting. The budget will follow the Champaign County budget format and will specifically delineate all expected revenues and expenditures for the County Health Department

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during its fiscal year which said fiscal year is January 1 through December 31. The parties acknowledge that any of the programs or activities agreed upon by them may be terminated because of funding cuts from the federal or state government; however, aside from programs or activities which are terminated as a result of the said funding cuts, any of the programs or activities agreed upon by the parties may be terminated only by the mutual written agreement of the parties.

13. All Codes within the Illinois Administrative Code which the County is to adopt by ordinance under this Agreement also will contain such enforcement provisions and other provisions as required by the Illinois Administrative Code. Such ordinances will provide that they are effective in the geographical area in which the County Health Department has jurisdiction.

14. Under the provisions of the Counties Code, 55 ILCS 5/5-25013(A)10, and of 77 Ill.Admin.Code 600.300, the County Health Department is required to appoint a medical health officer as the executive officer or to appoint a public health administrator for the County Health Department. For that purpose the County Board of Health designates the public health administrator of the Public Health District as such public health administrator for the County Health Department. It will be the responsibility of the Public Health District to require its public health administrator to maintain a status of being qualified as the public health administrator. Decisions

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regarding the public health administrator are solely within the authority of the Board of Health of the Public Health District. However, the County Health Department may complete a peer review evaluation of the public health administrator of the Public Health District each year or assist the Board of Health of the Public Health District in its evaluation of the Public Health Administrator as requested by the Board of Health of the Public Health District in any manner agreed upon by the County Board of Health and the Board of Health of the Public Health District.

15. The Public Health District is providing public health services to the County Health Department pursuant to the provisions of this Agreement. All parties acknowledge the following:

a. The Public Health District has complete control over its internal operations.

b. All personnel of the Public Health District performing services under this Agreement are employees of the Public Health District for all purposes related to this Agreement.

c. The Public Health District will be responsible for and will have full control over any financial audits or reports required by applicable law or any funding grantor concerning its operations related to this Agreement.

8

d. It is the responsibility of the Public Health District and not of the County or the County Health Department to require the said employees providing services under this Agreement to maintain any required qualifications.

16. In addition to the mandatory programs set forth in sections 4 through 9 during each year of this Agreement, the County Board of Health and the Board of Health of the Public Health District by agreement will select the other programs to be performed by the Public Health District for the County Health Department upon submission of a proposed budget by the Public Health District to the County Board of Health. The County Health Department will then pay for all programs on a monthly basis in a sum equivalent to one-twelfth of the monies due for the budget year to the Public Health District, as more specifically set forth in Appendix B. The Public Health District will present an invoice to the Champaign County Administrator within 30 days after the end of each month for the compensation due for the services provided by the Public Health District under this Agreement. Each invoice will be paid within 14 days after receipt of the invoice by the Champaign County Administrator.

17. All inspection and permit fees and other fees paid in relation to the public health services under this Agreement will be paid to the County. The Public Health District will have all

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payers make checks payable to the "Champaign County Health Department."

18. All administrative records created or maintained by the Public Health District pursuant to this Agreement will be the joint records of the Public Health District and the County Health Department, and will be maintained by the Public Health District at its main office, or such other office as agreed upon by the parties. The Public Health District will furnish to the County Health Department or the County Board of Health such records and reports as are required to be provided by this Agreement.

19. The County Health Department will have reasonable access to those books and records of the Public Health District as are reasonably necessary to review performance and costs under this Agreement. The County Board of Health will designate from time to time a person from the County Board of Health or a County Health Department employee to perform this activity for the County Health Department. It is not the intent of this section to permit any member of the County Health Department to examine such records at the discretion of such member but only as authorized by the County Board of Health pursuant to this section.

20. The services to be provided by the Public Health District will be provided at its existing main facility in Champaign, Illinois, and at such other locations as the Public

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Health District will determine. The parties may agree to the provision of selected services at additional locations with the additional expenses being reimbursed by the County Health Department to the Public Health District.

21. a. For all durable equipment, such as desks, chairs, computers, printers, which the Public Health District in its sole discretion determines that it requires for the purpose of performing its duties under this Agreement, the Public Health District will provide to the County or its County Health Department from time to time in writing a designation of the specific items required, except that prior approval by the County Health Department is required for any item costing in excess of \$2,000.00. It will be the responsibility of the County or the County Health Department to purchase promptly at the sole expense of the County or the County Health Department each such item and to have each such item delivered to the location specified by the Public Health District.

b. It will be the responsibility of the County or the County Health Department to pay for such maintenance and repair of each item as the Public Health District determines is required.

c. Upon termination of this Agreement by expiration or otherwise, or upon direction by the Public Health District, whichever occurs first, the County Health Department will remove such equipment and any remaining equipment acquired under prior

11

agreements from the premises of the Public Health District, whereupon the equipment will be deemed to be the property of the County Health Department. In the event of termination of any of the non-mandatory programs or activities as have been agreed upon by the parties, the County Health Department may recover at that time any such durable equipment which was used exclusively for any such programs or activities being terminated.

d. All equipment acquired other than under prior agreements or under subsection a of this section of this Agreement and all supplies acquired by the Public Health District for the purpose of performing its duties under this Agreement are the property of the Public Health District.

22. The Public Health District will have the County, the County Board of Health, and the County Health Department named as an additional insured on the applicable insurance policies of the Public Health District with respect to services provided under this Agreement.

23. The Public Health District may terminate this Agreement by approval of its governing body upon 12 months notice in writing to the County and the County Board of Health.

24. The County Board of Health may terminate this Agreement by approval of both the Champaign County Board and of the County Board of Health upon 12 months notice in writing to the Public Health District.

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25. This Agreement may be amended at any time upon such terms as the parties may agree by the addition, deletion or modification of any one or more programs or in any other manner except that none of the programs identified as mandatory programs may be deleted other than by termination of this Agreement. Except as set forth in Section 11, this Agreement may be amended only by an agreement in writing authorized by the governing body of each party to this Agreement.

26. This Agreement will be in effect for the period beginning <u>January 1, 2019</u>December 1, 2013, and ending at the end of the day on December 31, <u>2029</u>2018, unless sooner terminated as provided herein. The first year of the contract will be the period December 1,2013, through December 31, 2014. Thereafter the The contract year will be the period January 1 through December 31 of each calendar year.

27. The Public Health District will not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, pandemic, weather or any other cause beyond the control of the Public Health District.

28. The foregoing constitutes the entire agreement and no statement or representation in any form made before, on or after

13

The dates of execution of this Agreement will be binding upon any party hereto.

CHAMPA1	GN-URBANA	PUBLIC
HEALTH	DISTRICT	

COUNTY OF CHAMPAIGN

Ey: County Board Chair

Date:

Baard a

110-01

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Date:_____

By:___

By:

Chair

ANDREW J. QUARMSTROM Member, Board of Health ATTEST: GORDY HULTEN County Clerk and Ex-Officio Clerk

Bate:

Date:

CHAMPAIGN COUNTY HEALTH DEPARTMENT

Ey: NPISTA JONES, D.N.P. President, Board of Health

of the County Board

Jate:

ATTEST: JOHN A. PETERSON, M.D. Secretary

Date:

APPENDIX A

The following environmental health services supplement the Local Health Protection Grant environmental health programs.

A. Community surveillance, education and prevention to prevent mosquito-borne viruses including West Nile virus.

- Performance of environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases. These activities are funded by an Illinois Department of Public Health [IDPH] grant to the County Health Department.
- 2. The Public Health District presently is operating under the Intergovernmental Agreement between the Champaign-Urbana Public Health District, the City of Champaign, the City of Urbana and the Village of Savoy for the *Culex* Mosquito Prevention Program effective April 1, 2011. The Village of Savoy is participating in this program at no expense to the Champaign County Public Health Department. The Village of Savoy is paying for its participation in this program.

B. Radon test kit distribution and community education to promote radon awareness and mitigation. These activities are funded by a grant from the Illinois Emergency Management Agency to the Public Health District.

C. Perform services within the county jurisdiction pursuant to the grant agreements for lead-risk assessments for lead-hazards when there is a child with an elevated bloodlevel and the body art program, tanning program and the summer food inspection program. These services are funded by IDPH grants to the Public Health District.

D. Well water testing for non-valid public health significance [i.e., for any reason other than a reason for which testing is required under the potable water supply program standard], as interpreted by IDPH, is a fee-for-service program. Interpretation and dissemination of laboratory test results for colliform bacteria and tor nitrate-concentration from either the IDPH laboratory or the Illinois-Department-of-Agriculture (IDOA)-laboratory will be performed. Fees shall be paid according to the fee schedules and payments will be made to the Champaign County Public Health Department.



Gordy Hulten Champaign County Clerk Champaign County, Illinois

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

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

COUNTY CLERK MONTHLY REPORT AUGUST 2018

Liquor Licenses & Permi	its	110.00
Civil Union Licenses		140.00
Marriage License		8,680.00
Interests		5.82
State Reimbursements		-
Vital Clerk Fees		31,901.75
Tax Clerk Fees		3,905.81
Refunds of Overpaymen	ts .	19.61
	TOTAL	44,762.99
Additional Clerk Fees		1,762.00



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE MANAGEMENT SERVICES

Debra Busey, County Administrator

MONTHLY HR REPORT AUGUST 2018

VACANT POSITIONS LISTING

						FY	
			HOURLY	REG	REGULAR	2018	FY 2018
FUND	DEPT	POSITION TITLE	RATE	HRS	SALARY	HRS	SALARY
80	16	Admin Assistant	\$15.57	1950	\$30,361.50	1957.5	\$30,478.28
80	25	Tax Map Technician	\$15.57	1950	\$30,361.50	1957.5	\$30,478.28
80	28	PC Appl Programmer	\$25.19	1950	\$49,120.50	1957.5	\$49,309.43
80	30	Legal Clerk	\$13.70	1950	\$26,715.00	1957.5	\$26,817.75
80	30	Sr Legal Clerk	\$14.52	1950	\$28,314.00	1957.5	\$28,422.90
80	36	Asst Public Defender	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	41	Asst State's Attorney	\$25.18	1950	\$49,101.00	1957.5	\$49,289.85
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	51	Court Services Officer	\$19.86	1950	\$38,727.00	1957.5	\$38,875.95
80	52	Court Services Officer	\$17.77	1950	\$34,651.50	1957.5	\$34,784.78
80	140	Clerk	\$13.70	1950	\$26,715.00	1957.5	\$26,817.75
80	140	Correctional Officer	\$19.81	2080	\$41,204.80	2088	\$41,363.28
80	140	Correctional Officer	\$19.81	2080	\$41,204.80	2088	\$41,363.28
80	140	Correctional Officer	\$19.81	2080	\$41,204.80	2088	\$41,363.28
80	140	PT Master Cntrl Ofcr	\$15.57	1040	\$16,192.80	1044	\$16,255.08
80	140	PT Master Cntrl Ofcr	\$15.57	1040	\$16,192.80	1044	\$16,255.08
83	60	Highway Maint Wkr	\$25.97	2080	\$54,017.60	2088	\$54,225.36
630	30	Financial Manager	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
850	111	GIS Specialist	\$22.05	1950	\$42,997.50	1957.5	\$43,162.88
		18 - 18 1			50		6. Ål
		TOTAL			\$736,634.60		\$739,467.81

UNEMPLOYMENT REPORT

Notice of Claims Received – 1 Nursing Home

PAYROLL REPORT

AUGUST PAYROLL INFORMATION

		10		
	8	/3/2018	8,	/17/2018
			EE's	
Pay Group	<u>EE's Paid</u>	<u>Total Payroli \$\$</u>	<u>Paid</u>	<u>Total Payroli \$\$</u>
General Corp	508	\$967,368.88	495	\$950,995.76
Nursing Home	188	\$235,410.50	189	\$245,682.95
RPC/Head Start	334	\$317,415.41	239	\$290,550.95
Total	1030	\$1,520,194.79	923	\$1,487,229.66
	8/	/31/2018		
Pay Group	EE's Paid	Total Payroll \$\$		
General Corp	498	\$955,201.97		
Nursing Home	190	\$242,194.48		
RPC/Head Start	227	\$299,930.17		
Total	915	\$1,497,326.62		

HEALTH INSURANCE/BENEFITS REPORT

 Total Number of Employees Enrolled: 718

 General County Union (includes AFSCME & FOP):

 Single 204; EE+spouse 31; EE+child(ren) 66; Family 30; waived 50

 Nursing Home Union:

 Single 44; EE+spouse 6; EE+child(ren) 8; Family 2; waived 22

 Non-bargaining employees:

 Single 109; EE+spouse 36; EE+child(ren) 40; Family 12; waived 58

 Life Insurance Premium paid by County: \$1,786.59

 Health Insurance Premium paid by County: \$400,806.45

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 August 2018: 1.40% average over the last 12 months August 2018: 8 out of 572 Employees left Champaign County: 6 resignations, 1 retirement, 1 dismissal

WORKERS' COMPENSATION REPORT

Entire County Report	August 2018	August 2017
New Claims	6	8
Closed	8	7
Open Claims	37	38
Year To Date Total	63	61
(On-going # of claims filed)		

EEO REPORT

Aug 2018 Monthly EEO Report General County Only	GIS Specialist	Accountant_Auditor	Victim Witness Advocate_SAO	Admin Legal Secreatary_SAO	Legal Clerk_Circuit Clerk	Asst Deputy Appraiser_SofA	
Total Applicants	29	30	53	76	70	4	76
Male	17	12	5	6	13	2	6
Female	12	18	47	70	53	2	70
Undisclosed/Other	0	0	1	0	4	0	0
Hispanic or Latino	1	0	2	2	1	0	2
White	19	22	36	59	52	2	59
Black or African-American	5	6	11	8	10	1	8
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
Asian	4	2	2	1	0	0	1
American Indian or Alaska Native	0	0	0	0	0	0	0
Two or more races	0	0	2	6	6	0	6
Undisclosed	0	0	0	0	1	1	0
	90						
Veteran Status	2	0	3	1	1	0	1

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

ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

11	Meetings Staffed	7	Minutes Posted	6
4	Notification of Appointment	43	Contracts Posted	2
5	Resolutions Prepared	98	Ordinances Prepared	1
		4 Notification of Appointment	4 Notification of Appointment 43	4 Notification of Appointment 43 Contracts Posted 5 Resolutions Prepared 98 Ordinances

Julia R. Rietz State's Attorney

Barbara Mann Chief of the Civil Division email: bmann@co.champaign.il.us

Donna M. Davis Assistant State's Attorney email: ddavis@co.champaign.il.us



Courthouse 101 East Main Street P. O. Box 785 Urbana, Illinois 61801 Phone (217) 384-3733 Fax (217) 384-3816

Office of State's Attorney Champaign County, Illinois

August 29, 2018

[Via Email: tasplund@co.champaign.il.us]

Mr. Giraldo Rosales Deputy Policy, Personnel & Appointments Committee Chair

> **Re:** Closed Session Minutes Review for Policy, Personnel & Appointments Committee

Dear Mr. Rosales:

Pursuant to the Open Meetings Act, a public body such as the Policy, Personnel & Appointments Committee must review its closed session minutes at least semi-annually. The Committee must then determine whether the need for confidentiality exists as to all or part of those minutes, or that the minutes or portions thereof no longer require confidential treatment, if so, the records would be available for public inspection. Therefore, the question is whether there is no longer a need to keep minutes closed in order to protect either the public interest or the privacy of an individual. Whichever conclusion that the Committee draws must be then be reported in open session.

Please note that the Committee may enter into closed session for the purpose of review of closed session minutes pursuant to 5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under the Act. Just as in open session, if the matter requires action by the Committee, the matter must have been noticed on the posted agenda.

The County Board passed Resolution No. 7969, "Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board" on November 17th, 2011. Under the parameters established by the full board in Resolution 7969, none of the minutes which were reviewed in previous semiannual reviews are currently ripe for further review. Further, no closed session meetings were conducted in the previous six-month period. Sincerely,

Dome M. Dai

Donna M. Davis

DMD/cdg cc: Tammy Asplund, Kay Rhodes (Administrative Services)

RESOLUTION

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

ee for the RECEIVED AUG 2 7 2018 C. C. TREAS. OFF Hispr 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:

SIDNEY TOWNSHIP

PERMANENT PARCEL NUMBER: 24-28-09-458-019

As described in certificates(s): 0235 sold October 1998

and it appearing to the County Board that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, the property has been in the County Trustee inventory since 2001; the Village of Sidney is willing to take ownership of the County's interest, and to pay the cost of recording. This offer has been presented to the County Board. The Recorder of Deeds shall receive \$51.00 for recording. No other funds shall be paid.

THEREFORE, your County Board 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 of the appropriate Certificate(s) of Purchase, on the above described real estate. 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

09-18-002

SALE TO MUNICIPALITY

0818904

RESOLUTION



RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

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

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following description AUG 2 7 2018 C. C. TREAS. OFF. home:

4 TRIANGLE

PERMANENT PARCEL NUMBER: 14-023-0072

As described in certificates(s) : 40 sold October 2015

AND WHEREAS, pursuant to public auction sale, Christopher A Philbeck, Alyssa K Grimm, Purchaser(s), has/have deposited the total sum of \$695.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$250.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$95.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$350.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$250.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED,	ADOPTED,	APPROVED	and	RECORDED	this	 day	of
ATTEST:							

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-18-001



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE MANAGEMENT SERVICES

Debra Busey, Interim County Administrator

MEMORANDUM

TO: Stephanie Fortado, Deputy Chair - Finance and MEMBERS of the CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE

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

DATE: August 28, 2018

RE: Recommendation for Employee Health Insurance and Related Benefit Plans for FY2019

After review and analysis of health insurance plan proposals brought to us through our broker John Malachowski – Gallagher Benefit Services, the Champaign County Labor Management Health Insurance Committee submits the following recommendations for employee health insurance and related benefits plans for FY2019:

<u>HEALTH INSURANCE PLAN RECOMMENDATION</u> Blue Cross Blue Shield PPO

This Plan covers the FY2019 budget year from January 1, 2019 through December 31, 2019. The overall premium rate increase from FY2018 to FY2019 is 2 %.

The four plan tiers to be offered and the change in cost from FY2018 to FY2019 are documented here:

PLAN	FY2018 Monthly Premium	FY2019 Monthiy Premium	FY2019 Monthly Increase
Employee Only	\$788	\$803.76	\$15.76
Employee + Spouse	\$1,043	\$1,063.86	\$20.86
Employee + Children	\$985	\$1,004.70	\$19.70
Family	\$1,703	\$1,737.06	\$34.06

(217) 384-3776

(217) 384-3896 FAX

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

The PPO Benefit Plan Summary is attached to this Memorandum for your information.

DENTAL PLAN:

For FY2019 & FY2020 Delta Dental proposed a 24 month rate lock with a 2% increase over the FY2018 premium rates. The benefit years of this rate lock are January 1, 2019 to December 31, 2019 and January 1, 2020 to December 31, 2020. This is a voluntary, employee paid insurance benefit plan.

Network Plan	FY2018	FY2019 & FY2020
Employee	\$17.60	\$17.96
Employee + Spouse	\$35.22	\$35.92
Employee + child(ren)	\$50.00	\$51.00
Employee + family	\$79.64	\$81.24
Premier Plan	FY2018	FY2019 & FY2020
Employee	\$30.50	\$31.12
Employee + Spouse	\$60.96	\$62.18
Employee + child(ren)	\$61.42	\$62.66
Employee + family	\$113.56	\$115.84

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

VISION PLAN:

The Vision Plan is in its third year of a four year rate lock. This is a voluntary, employee paid insurance benefit plan.

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

BENEFIT PLANNING CONSULTANTS – FLEXIBLE SPENDING ACCOUNT ADMINISTRATION:

The Labor Management Health Insurance Committee recommends the continued relationship with Benefit Planning Consultants for administration of the County's Flexible Spending Account Plans. We recommend accepting the 12 month renewal of the administrative service with no increase in administrative fees. The 12 month renewal is for the period January 1, 2019 to December 31, 2019.

FY2019

Flex Plan Administration\$3.90

RECOMMENDED ACTION:

The Finance Committee of the Whole recommends to the County Board approval of offering the Blue Cross Blue Shield PPO Plan for all County Employees for FY2019.

The Finance Committee of the Whole recommends to the County Board approval of offering the Delta Dental voluntary dental plan for the period of January 1, 2019 to December 31, 2019, first year of two-year premium rate lock.

The Finance Committee of the Whole recommends to the County Board approval of offering the EyeMed Vision Plan as a voluntary plan for the period of January 1, 2019 to December 31, 2019, third year of four-year premium rate lock.

The Finance Committee of the Whole recommends to the County Board approval of Benefit Planning Consultants as the administrator of the County's Flexible Spending Account Plan for the period of January 1, 2019 to December 31, 2019 with no increase over current administrative fees.

Thank you for your consideration of this recommendation.

\$2,000 Deductible, \$2,000 OPX \$25 OV

Effective January 1, 2018

BENEFIT HIGHLIGHTS

PPO Network

BlueCross BlueShield

of Illinois

This provides only highlights of the benefit plan. After enrollment, members will receive a Certificate that more fully describes the terms of coverage.

Program Basics	PPO (In-Network)	Non-PPO (Out-of-Network)
Lifetime Benefit Maximum Per individual	Unlim	ited
Individual Coverage Deductible Per calendar year.	\$2.000	\$4.000
Family Coverage Deductible Per calendar year.	\$4.000	\$8.000
Individual Coverage Out-of-Pocket Expense (OPX) Limit The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the deductible and Rx. The following items will not be applied to the out-of-pocket expense limit Claims for uncovered services Preauthorization Penalties Charges that exceed the eligible charge	\$2,000	\$4,000
Family Coverage Out-of-Pocket Expense (OPX) Limit	\$4.000	\$8,000
Physician Services		-
Physician Office Visits One copayment per day when you receive services from a Family Practice, Internal Medicine, OB/GYN, or Pediatrician. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance, including mental health and substance abuse services.	\$25 Copay	80% after deductible
Specialist Office Visits One copayment per day when you receive services from a specialist. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance	\$50 Copay	80% after deductible
Vision Exams Vision screenings and examinations for determining the refractive state of the eyes are covered. No materials are covered under this benefit.	\$40 Copay	not covered
Preventive Care		
Services that have a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("USPSTF"). Includes benefits for routine physical examinations, well child care and routine diagnostic tests including, but not limited to: PSA, Pap Smear, Bone Density, and Colonoscopy. Health Education and Counseling services including, but not limited to: Smoking Cessation and Obesity.	100%	80% after deductible
Maternity Services Copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.	\$25 Copay	80% after deductible
Medical / Surgical Services Coverage for surgical procedures, inpatient visits therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services	100% after deductible	80% after deductible
Hospital Services		
Inpatient Hospital Services Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	100% after deductible	80% after deductible
Outpatient Hospital Services Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory	100% after deductible	80% after deductible

Outpatient Emergency Care (Accident or Iliness)

surgical center, including mental health and substance abuse services. Routine mammograms performed in

an in-network outpatient hospital setting are payable at 100%, no deductible will apply.

Emergency Medical and Emergency Accident. Applies to both in- and out-of-network emergency room visits. The per-occurrence is waived if the member is admitted to the hospital. \$200 Copay, then 100% Ambulance Transportation \$100 per transport

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Champaign County PPO Plan \$2,000 Deductible, \$2,000 OPX \$25 OV Effective January 1, 2018	BlueCross BlueShield of Illinois
BENEFIT HIGHLIGHT	PPO Network
A dditional Services Muscle Manipulation Services Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits. • Maximum of 30 visits per calendar year	PPO (In-Network) Non - PPO (Out-of-Network) 100% after deductible 80% after deductible
Therapy Services Speech, Occupational and Physical Coverage for services provided by a physician or therapist. Temporomandibular Joint (TMJ) Dysfunction and Related Disorders	100% after deductible 80% after deductible
Other Covered Services • Private duty nursing (Please refer to Certificate for details) • Ambulance services • Artificial limbs and other prosthetic devices • Orthotic appliances • Blood and blood components • Prosthetic appliances • Skilled Nursing • Medical supplies	100% after deductible 80% after deductible
Prescription Drug Card Prescription Drug benefit paid at 100% after co-payment at participating pharmacy. CVS (including CVS inside a Target Store) and Doc's Drugs are not covered pharmacies under this BCBS Plan. Benefits at a non-contracting pharmacy are covered at 75% of the amount that would have been paid at a contracting pharmacy minus the appropriate copayment amount.	 \$7 copay for generic drugs \$25 copay for preferred brand drugs \$50 copay for non-preferred brand drugs \$100 copay for specialty drugs
Mail Order Prescription Drug Program – provides up to a 90-day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions.	Mail Order, 2X retail copay, 90-day supply maintenance drugs (specialty drugs not available thru mail order)

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder+ tool. Search the network named Participating Provider Option (PPO).

** This is a general summary of your benefits. Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document by calling Customer Service, for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

Out of network benefits are subject to maximum allowable charge limitations which will limit the amount of charges that will be allowed or considered to be eligible to be paid. This means that generally less than the full amount of the charge will count toward the out of network deductible and less than the full amount of the charge will be covered at the out of network coinsurance limit. Members will be responsible for the differences between the allowed amount and the amount (if any) that the insurance plan will pay.

COUNTY OF CHAMPAIGN – NETWORK PLAN

Delta Dental PPO Plan Highlights

Group #10981

Introduction

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

Choosing Your Dentist

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

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

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

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

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

Out-of-Network Dentist - \$400 (50% of the \$600 MPA <u>plus</u> \$100 difference between the MPA and the dentist's billed charge) 2) Because we reimburse Delta Dental PPO and Premier dentists directly, they agree to charge you no more than your deductible and coinsurance; in other words, you do not have to pay the whole bill up-front and wait for reimbursement.

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

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

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

Non-Covered Services

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

Finding a Network Dentist

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

Visit Delta Dental of Illinois' Web site at www.deltadentalil.com

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

> You can search by: 1) City, state and ZIP code 2) Specialty 3) Dentist name (optional)

Summary of Benefits and Covered Services

Annuel Maximum		\$1,000/person ***TO GO***	
	Enrollees may carryover unus maximum. Maximum	ed portions of their annual maximu amounts eligible for carryover are	ums to the new year's annual subject to limitations.
Annual Deductible	\$50/person;	\$100/person;	\$100/person;
(applies to Basic/Major only)	\$150/family	\$300/family	\$300/family
Lifetime Ortho. Maximum		\$1,000	10
	Delta Dental PPO	Delta Dental Premier	Out-of-Network
 Preventive/Diagnostic oral evaluations (two per benefit year) X-rays (bitewings only - two per 	100%*	70%**	70%***
 benefit year) prophylaxis (cleaning; two per benefit year) 	÷.		
 fluoride treatment (once per benefit year for children under age 19) 			
 space maintainers sealants 			
 Basic fillings X-rays (excluding bitewings) emergency exams and palliative treatment 	80%*	50%**	50%**
 non-surgical periodontics 			
Major • crowns, jackets, cast restorations • fixed/removable bridges • partial/full dentures • simple extractions • surgical periodontics	50%*	50%**	50%**
 endodontics oral surgery general anesthesia (in conjunction with oral surgery) 			
Orthodontia • for dependent children under age 19	50% subject to lifetime maximum	50% subject to lifetime maximum	50% subject to lifetime maximum

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

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

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

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

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

COUNTY OF CHAMPAIGN – PREMIER PLAN

Delta Dental PPO Plan Highlights

Group #10981

Introduction

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

Choosing Your Dentist

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

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

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

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

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

Out-of-Network Dentist - \$400 (50% of the \$600 MPA <u>plus</u> \$100 difference between the MPA and the dentist's billed charge) 2) Because we reimburse Delta Dental PPO and Premier dentists directly, they agree to charge you no more than your deductible and coinsurance; in other words, you do not have to pay the whole bill up-front and wait for reimbursement.

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

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

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

Non-Covered Services

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

Finding a Network Dentist

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

Visit Delta Dental of Illinois' Web site at www.deltadentalil.com

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

> You can search by: 1) City, state and ZIP code 2) Specialty 3) Dentist name (optional)

Summary of Benefits and Covered Services

1

Anz	ual Maximum		\$1,000/person ***TO GO***	
		Enrollees may carryover unuse maximum. Maximum a	d portions of their annual maxim mounts eligible for carryover are	ums to the new year's annual e subject to limitations.
	nual Deductible Nics to Basic/Major only)	\$50/person; \$150/family	\$50/person; \$150/family	\$50/person; \$150/family
Life	time Ortho. Maximum		\$1,000	
		Delta Dental PPO	Delta Dental Premier	Out-of-Network
+ c y + 2 t + 1 t t t t t t t t t t t t t t t t t t t	ventive/Diagnostic ral evaluations (two per benefit ear) K-rays (bitewings only - two per benefit year) brophylaxis (cleaning; two per benefit year) luoride treatment (once per benefit year for children under uge 19) space maintainers sealants	100% of reduced fee*	100% of MPA**	100% of MPA***
+ 2	ic Sillings K-rays (excluding bitewings) emergency exams and palliative reatment	80% of reduced fee*	80% of MPA**	80% of MPA***
	jor crowns, jackets, cast restorations fixed/removable bridges partial/full dentures simple extractions surgical & non-surgical periodontics endodontics bral surgery general anesthesia (in conjunction with oral surgery)	50% of reduced fee*	50% of MPA**	50% of MPA***
• 1	thodontia for dependent children under age 19	50% of reduced fee* subject to lifetime maximum	50% of dentist's usual fee subject to lifetime maximum	50% of dentist's usual fee subject to lifetime maximum
. 1		*You will not be "balance" billed" for charges exceeding Delta Dental's allowed PPO fee	**You will not be "balance billed" for charges exceeding Delta Dental's maximum plan allowance (MPA)	*** You are responsible for charges exceeding Delta Dental's maximum plan allowance (MPA)

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

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



Champaign County

Additional discounts

40% Complete pair of prescription eyeglasses

20% Non-prescription sunglasses

20% Remaining balance beyond plan coverage

These discounts are for in-network providers only

Take a sneak peek before enrolling

 You're on the ACCESS Network

 For a complete list of in-network providers near you, use our Enhanced Provider Locator on www.eyemed.com or call 1-866-723-0596.

• For Lasik providers, call 1-877-5LASER6.

	SUMMARY OF BENEFITS	
Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Exam With Dilation as Necessary	\$10 Co-pay	Up to \$40
Retinal Imaging	Up to \$39	N/A
Frames	\$0 Co-pay; \$130 allowance; 20% off balance over \$130	Up to \$91
Standard Plastic Lenses Single Vision Bifocal Trifocal Standard Progressive Lens Premium Progressive Lens Lenticular	\$25 Co-pay \$25 Co-pay \$25 Co-pay \$25 Co-pay \$25, 80% of charge less \$120 allowance \$25, 80% of charge less \$120 allowance	Up to \$30 Up to \$50 Up to \$70 Up to \$76 Up to \$76 Up to \$70
Lens Options (paid by the member and added to the bas UV Treatment Tint (Solid and Gradient) Standard Plastic Scratch Coating Standard Polycarbonate Standard Polycarbonate - Kids under 19 Standard Anti-Reflective Coating Polarized Other Add-Ons and Services	e price of the lens) \$15 \$15 \$40 \$40 \$45 20% off retail price 20% off retail price	N/A N/A N/A Up to \$32 N/A N/A N/A
Contact Lens Fit and Follow-Up (Contact lens fit a	and two follow up visits are available once a comprehensive eye exam has been com	npleted)
Standard Contact Lens Fit & Follow-Up Premium Contact Lens Fit & Follow-Up	Up to \$55 10% off retail	N/A N/A
Contact Lenses Conventional Disposable Medically Necessary	\$0 Co-pay; \$130 allowance; 15% off balance over \$130 \$0 Co-pay; \$130 allowance; plus balance over \$130 \$0 Co-pay, Paid-in-Full	Up to \$130 Up to \$130 Up to \$210
Laser Vision Correction Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Hearing Care Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and a low price guarantee on discounted hearing aids	N/A
Additional Pairs Benefit	Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.	N/A
Frequency Examination Lenses or Contact Lenses Frame	Once every 12 months Once every 12 months Once every 12 months	

Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Sofety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. The Certificate of Insurance is on file with your employer. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered. BLM2015

What's in it for me?

Options. It's simple really. We're dedicated to helping you see clearly – and that's why we've built a network that gives you lots of choices and flexibility. You can choose from thousands of independent and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, our plan is designed to be easy-to-use and help you access the care you need. Welcome to EyeMed.

eye Med

Benefits Snapshot	With EyeMed	Out-of-Network Reimbursement
Exam with dilation as necessary (Once every 12 months)	\$10 Co-pay	Up to \$40
Frames (Once every 12 months)	\$0 Co-pay; \$130 allowance; 20% off balance over \$130	Up to \$91
Single Vision Lenses (Once every 12 months)	\$25 Co-pay	Up to \$30
Or Contacts (Once every 12 months)	\$0 Co-pay; \$130 allowance; plus balance over \$130	Up to \$130

And now it's time for the breakdown . . .

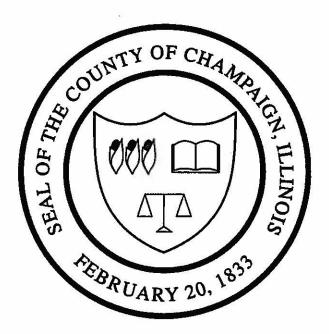
Here's an example of what you might pay for a pair of glasses with us vs. what you'd pay without vision coverage. So, let's say you get an eye exam and choose a frame that costs \$163 with single vision lenses that have UV and scratch protection. Now let's see the difference...

	With EyeMed	Without Insurance**
	Exam \$10 Co-pay	Exam \$106
77% SAVINGS	Frame \$163 <u>-\$130 allowance</u> \$33 <u>-\$6.60 (20% discount off balance)</u> \$26.40	Frame \$163
with us*	Lens \$25 Co-pay \$15 UV treatment add-on <u>+\$15 Scratch coating add-on</u> \$55	Lens \$78 \$23 UV treatment add-on <u>+\$25 Scratch coating add-on</u> \$126
	Total \$91.40	Total \$395
	Download the EyeMed It's the easy way to view your ID o and find a provider near you.	
NETWORK	PEARLE DENSCRAFTERS' PEARLE DISCOURSE OPT	ICAL Sears JCPenney optical

Request for Proposal

Champaign County Integrated Property Tax Assessment (CAMA), Extension and Collection System

RFP 2018-003



Issue Date: September 12, 2018

REQUEST FOR PROPOSAL (RFP 2018-003) Champaign County Integrated Property Tax Assessment (CAMA), Extension and Collection System

September 12, 2018

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 disgualified from further consideration.

Thank you for your interest in this Request for Proposal.

Sincerely,

Andy Rhodes Champaign County Director of Information Technology

I. INTRODUCTION AND GENERAL INFORMATION

Champaign County, Illinois (the "County") is requesting proposals for an Integrated Property Tax Assessment (CAMA), Extension and Collection System.

The County has a population of 201,082 according to the 2010 U.S. Census. Urbana is the county seat. In Revenue Year 2017 the County consisted of 73,996 total real estate parcels of which there were 56,774 residential, 173 industrial, 5,928 commercial, 12,923 farm, and 150 other parcels.

The Property Tax System currently in use in the County is a custom-designed AS400 based system written in RPG and RPGLE.

II. INSTRUCTIONS TO PROPOSERS

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

Andy Rhodes Information Technology Director Brookens Administrative Center 1776 East Washington Urbana, IL 61802 arhodes@co.champaign.il.us

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- 2. One hard copy response to this RFP must be delivered in a sealed envelope clearly labeled "RFP 2018-003 Integrated Property Tax Assessment, Extension and Collection System." In addition, one digital/electronic copy of your response to this RFP must be submitted to the email listed in paragraph 1. All proposals must be received by 2:00 pm Central time on Friday, October 12, 2018. 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.

III. GENERAL REQUIREMENTS AND SCOPE OF SERVICES

In this section answer Yes or No. In the comments field please enter if this is in Development. If in Development, please identify if it will be included in the overall cost of the software as part of the development plan. If you answer no, or in-development, please provide a detailed explanation.

Syste	em Features and Functionality	Y/N	Comments
GENE	RAL REQUIREMENTS		
	Must be a system that uses industry-standard architecture such as Windows server 2008r2 OR 2012. The system must be a Windows based solution.		
	The system must reside on a SQL Server Database.		
	The new system must be linked to the various County Property Tax Offices by a live connection.		
	Software must be the latest compliant tested release.		
	The system should allow the option of real time processing or batch processing.		
P	The system should allow effective dating of transactions.		
	The system shall be an on-line, interactive, menu driven, solution that is user-friendly and reasonably easy to learn utilizing Microsoft technology.		
5 %	Menus have drill-down capabilities for detailed inquiry.		
	The County and the vendor must agree on the fields provided by the system prior to contract signing. The system must be able to add data elements during installation and with minimum modifications once installation is complete.		
	Multiple Years a. The system must be able to maintain at least 25 years of information per parcel record.		

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	 Parcels should not be deleted, but the 		
	status should be changed to reflect that		
	records are inactive.		
	Audit/Change Tracking Capabilities	-	
	The system must record user logins and logouts		
	for transaction logging. Moreover, the system		
	must track the identification of the person to		
	enter or last update any information, record or		
	data element in the system for "audit trail"		
	purposes.		
	The system shall produce an audit report listing:		
	date, time, parcel number, user name,		
	command, field name, original data, and		
	changed data. This report must be able to be		
	run based on a date range or parcel number.		
	Security/Permissions		
	 The system shall provide standard and 		
	custom-definable security levels to allow		
	or restrict access precluding		
	inappropriate access or changes to		
	critical data.		
	and the second sec		1
	b. Highly customizable security model.		
	Must be able to assign read-only or write		
	privileges on a per field, per tab or per		
	module basis to roles/groups.	3) 6	
	c. The system must provide file		
	maintenance activity audit trails.	1 1	
	d. Audit trails to track data changed by user	8	
	name and date of change.		
1 1	e. Capability to reset passwords for a user		
	by System Admin		
	Application User Interface		
	a. The System must provide a user friendly		
	graphic user interface (GUI).		
	b. The interface must comply with		
	industry standard design and		
		NC	
	implementation best practices when		
	developing for a Microsoft desktop OS.		
I	c. The system should have the ability to	3	
	open up new screens into a separate	8	
	window. This is convenient for those		
	users with dual monitors that want to		
	view two sets of data at one time.		CC.
	d. The application must have an Internet		
	Web browser-based interface for access		
	to parcel information, including		
	document images.		

	e. It must be designed with intuitive		
	interfaces that lead the user		
	systematically through each process.		
	f. The data entry process must be		
	customizable to facilitate rapid data		
	entry. Data fields for a single process		
	should be kept on a single screen		
	whenever possible.		
	g. Desired functionality will include the		
	ability to tab between boxes, auto-		
	populate and auto-complete features,		
	field controls (i.e., require four-digit		
	dates), copy and paste fields and		
	records, clear difference between user		12
	editable and non-editable fields, and		
			9°
	efficient menu items (i.e., checklists,		
	multiple selection menus, radio		
	buttons, browse and attach buttons,		
	drop-down menus, pop-up navigation		
	menus).	5	
	h. The current parcel should stay active as		
	the user moves between screens or		
	forms.	ļ	
	مر ورو		
	ers of the system must be able to easily		
	date cost tables, depreciation factors, market		
	ustments, and any other user-entered		
	iables used by the system to calculate		
and the second se	operty values.		
	ist allow for Import/export data (including		
	torical assessment data) and reports to		
con	mmonly used desktop application software.		
107			
The	e system must provide a building sketch		
fun	nction, preferably APEX Sketch that will		
	culate areas and perimeters and		
	tomatically store the results in predefined		
	ds in the property record for the purposes of		
	culating value.		14 STR 5
	ist support compatibility with Esri software		
	d ortho-imagery in an Esri mosaic raster		2
	taset and/or image service		
1902 (1920)	ility to associate OCR scanned documents or		
	her electronic images/documents including		
			2
	operty photos with the data collected by the		
	tem.		
syst			
syst	· · · · · · · · · · · · ·		
Allo	ows internal imaging capability inherent to		
syst	ows internal imaging capability inherent to system, allowing digital images and scanned cuments to be attached to the parcels.		

	The system shall have a separate sales file capable of maintaining inventories of sold properties at the time of sale with a document reference that may be different from the current valuation inventory.		
	Enables the ability to copy record characteristics from one to another or to a group of records.		
	Enables query functions or "drill down" capabilities at the field level to support reporting and analysis at the desktop.		
	Supports notes or memos to be entered. Both public and private.		
	The system must provide a vendor designed and County approved electronic property record card for all types of properties, with labeled sketch and assessment data.		
	Allow for Customer inquiry capabilities on all existing data fields, parcel and account numbers, parcel street name, property address number, owner name, etc.	je.	
a.	Provides a remote field data collection solution for Tax Assessment, allowing the ability to download and upload file information for field inspections.		
	The system must accommodate ICAAS and Marshall & Swift replacement cost systems with depreciation tables. Must also be able to accommodate user defined cost tables. The cost tables shall allow for calibration by the user and support interpolation between areas in the cost tables.		
	Major valuation methods available with the system must include the table-driven cost approach, comparable sales analysis and income approach.		
	The system shall have the capability of computing standard assessment statistical analysis such as mean, median, sales ratios, coefficient of dispersion, price related differential, and other tests of the level and equality of assessments. The ability to download this data into standard statistical		
	packages or spreadsheets, such as Excel, is required.		

Allow for Customer inquiry capabilities on all existing data fields, parcel and account numbers, parcel street name, property address number, owner name, etc.	
The system shall include report writing capabilities that allow the user to analyze data and obtain user-defined printouts.	90. 10
Proposed software must currently be in use in at least five counties in the State of Illinois having at least 60,000 total tax parcels.	
Software vendor must provide updates to programs reflecting any legislative changes enacted by the state of Illinois as part of regular maintenance and support.	

CAMA Functionality	Y/N	Comments
Comprehensive Sales Ratio Studies	1	
Market Analysis through Multiple Regression Analysis		
Assessment Administration	T	
Parcel transfer and conveyances		
Appeal Processing and Scheduling	14	
Manufactured Homes	I	
Full Imaging Capability	1	
PDF Creation of a computer generated notices		
Building Permit Tracking		
Proposed software must be able to run in a multi-user, multi-tasking environment with multiple users updating the same file.		
Support online mass assessment, to assess multiple properties by several group types including: Subdivision, Neighborhood, Location, Structure type/class, Property type, User defined group.		
Support standard approaches for property valuation: Cost approach Income approach Market analysis approach Income approach (for commercial properties only) MRA (multiple regression analysis).		
Unlimited field size to describe property dimensions.		

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	Allow appraisers to manipulate and override		
	cost data and factors, including depreciation		
	factors, class, class adjustment, and land values,		
	to reflect local market conditions.		
les	Store and display an assessment method code,		
	from a table, to indicate how the property was		
	valued for all property types.		
	Interface with ICAAS and Marshall and Swift		
	cost system with depreciation tables. Allow cost		
	tables to be calibrated by appraisers and		
	support interpolation between areas in cost	5	
	tables.		
	Provide flexibility for appraisers to specify		
	unique or tabled features to property when	1	
	standard cost approach yields unsatisfactory		
	results.		
	Flag properties for review where major		
	departures from cost table standards have		
	occurred.		
	Store sales information including tracking of		
	remarks and listing the individual who provided		
	the information.		
	Support modeling functions based on the	——i	
	income approach & market approach for		
	assessment.		
<u> </u>	Provide any third party software necessary to		
	run the primary CAMA module including any		
	associated fees related to purchase or use of		
L	said software		2 2 <u>89</u>

PARCEL MAINTENANCE PROGRAM		Comments
Supports multiple street addresses assigned to one parcel (e.g. ownership of condo or apartment complex).		
Parcel Code Tables		
Store unlimited number of tabled parcel code types and maintain text description for each code.	a	
Parcel Record Maintenance		
Maintains parcel sale history including	T	
Previous owner history.		
Deed of trust amount.		
Instrument of sale (table driven).	1	1
Type of financing: Sale Date, Sale Amount.		
Unlimited number of transactions.		(10)

Page 7

	Ability to transfer structure or structures from	
	one parcel to another.	
\vdash	Supports parcel splits, subdivisions or	
	combinations.	
	Support parcel parent/child history.	
	Record and track all changes to map reference	
	numbers.	
2	Prompts user to edit tax exemption codes when	
	property changes ownership.	
	The system must be able to access historical	
	data including full assessment change history,	
	board of assessment appeals dockets, sales and	
	property characteristic information by year.	
	Support separate property descriptions for outbuildings and improvements.	
	Enable the sketching of rounded surfaces and	
	other curved areas, reversal / rotation of a	
	sketch, and irregularly shaped areas.	
	Attach scanned images of building sketches and	
	photos/files to the parcel record.	
	Automatically calculate property dimensions	
	and square footage from existing and future	
	sketches and use this calculation to value the	
	improvements within the system.	
	Record detailed physical characteristics for a	
	property, with the ability to describe each	
	building on a property separately.	
	Copy sketches from one parcel to another by	
	providing a template for property with similar new construction.	
	Copy user defined parcel characteristics in batch	
	at year-end, based upon user criteria, to new	
	year parcel records.	
	Apply adjustments (e.g., corrected assessments)	
	to current year records, prior year records or	
	both, after taxes have been billed.	
12	Apply adjustments in batch mode or on-screen	
	in real time.	

Repo	orting & Querying	
	Provide ability to view all real property owned by an individual entity, regardless of type.	
	Produce a comparable sales query and report.	
	Query comparable neighborhoods and view neighborhood data on screen.	
	Display (e.g., on a single screen) the assessed values for land, improvements, etc. for a parcel across multiple years.	
	Flag difficult properties for special handling.	

Produce reports that will summarize change in assessment, by property, by day.	
Query property by any field to check for duplicate records	
Allows inquiry into account information by entering a number or a range of number: Parcel numbers Permanent ID/Account # Account name Current Owner Property Address Multiple parcel types Legal description Mailing address Street address Map & Parcel	
Have the ability to print to: Local Printer Network printers PDF file	
System capability to lay out and print forms such as assessing notices, field inspection sheets, sales surveys, labels etc. on blank paper and card stock such capabilities to exist on demand and in batch format.	

Yea	r End Processing	
	Freezes assessment valuations for the year once certified.	
	Retains assessment certifications by year for each parcel for an indefinite period.	
	Automatically create new year property records based upon the prior year records.	
	Automatically create new year reference table records based upon the prior year records.	

USER INTERFACE		Y/N	COMMENTS
	Options to interface field data collection equipment (e.g. electronic tablet, laptop) available.	4 49-50-04	
	Allow users the ability to "Copy, Cut and Paste" text from this program to any other Windows based program.		
R	Allow user to correct errors without re-input of entire transaction.		

Allow user to override transaction warnings (e.g. invalid parcel number), as long as user has	
appropriate level of assigned security.	

OTHER FEATURES		COMMENTS	
Provide the ability to create indexed views directly from CAMA data tables			
Provide CAMA data table relationships, i.e. primary/foreign keys			
Public facing web-based interface designed using WCAG 2.0 Level A and AA guidelines for accessibility			
Mobile Home Tax Extension and Collection module			
Tax Sale Redemption and Judgement Book Module			
On-Demand printing of Extension Reports for Taxing Districts			
Data Conversion – Convert 25 years of assessment, extension and collection data from current system			
Farmland soil types and calculations including five year drainage reductions			
Transfer of existing neighborhood delineations into new system			
Ability to add additional property use codes as required by the state wide property use coding system			
 Tax Extension procedures include Triggered abatements for overlapping township/village street and bridge funds Triggered abatement for overlapping County-wide Health Department and Public Health District Multiple Enterprise Zones with different abatement percentages 		× *	
 Multiple Tax Increment Financing districts State Railroad assessments in Tax Increment Financing Districts 			
 Bond fund loss in collection calculation Property Tax Extension Limitation Law (PTELL) calculations 			

IV. EVALUATION PROCEDURE

An evaluation committee, consisting of representatives from the Champaign County Information Technology Department, the Champaign County GIS Consortium, the Champaign County Assessment Office, the Champaign County Clerk's Office and the Champaign County Treasurer's Office shall review the proposals submitted.

After each proposal has been evaluated on the basis of the Vendor's approach to meeting Champaign County needs, the field of candidates will be narrowed to the two or more best qualified firms. Champaign County expects to ask for references related to quality of service and ability to deliver, after choosing the top contenders. Each of these firms may then be invited to an interview at which time each firm will be given an opportunity to answer questions of the evaluation committee.

- 1. 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.
- All Proposers should demonstrate to the County that the Proposer has the capability, experience 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.
- 3. All proposals should include an implementation plan including system design and hardware specifications.
- 4. The County reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty. 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.
- 5. All proposals must include all-inclusive costs including software licensing, annual support, third party software licensing that may apply, implementation and training.
- 6. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 7. 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.
- 8. 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 requested. 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

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Publication of RFP in local newspaper	September 17, Sept 24, Oct 1, 2018
Questions Due	October 2, 2018
Addendum or Addenda Issued	October 4, 2018
Proposals Due - Bid Deadline	October 12, 2018
Interviews and Demos (if necessary)	October 20-26, 2018
Select Qualified Respondent and make recommendation to County Board	November 1, 2018
County Board Approval	November 20, 2018



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE MANAGEMENT SERVICES

MEMORANDUM

То:	Stephanie Fortado, Deputy Chair – Finance; and Jim Goss, Assistant Deputy Chair – Finance; and Honorable Members of the Finance Committee of the Whole
From:	Tami Ogden, Deputy County Administrator of Finance
Date:	August 30, 2018
Subject:	Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio LLC

The County's Cable Television Franchise Agreement with Comcast is set to expire in July 2019. A copy of the current Agreement is posted on the County website:

http://www.co.champaign.il.us/contracts/ComcastFranchiseAgreement.pdf. The renewal process under the Cable Act begins three years before the end of the term. Company representatives have stated that Comcast prefers to work directly with Champaign County as it has in the past, and it will not seek State-Issued authorization to provide cable services. Comcast provided the County with a draft Franchise Agreement in April 2018, which included changes as a result of legislation and negotiations with the Metropolitan Mayors' Caucus in 2010.

Following review and revision by County Administration, the State's Attorney's Office, Planning and Zoning, the Highway Department and the County's insurance agent, the Agreement is ready for consideration by the Finance Committee of the Whole. The term of the Agreement is ten years. There is no change to the franchise fee percentage, which is set at the maximum permissible amount of five percent. In order to ensure the equitable application of cable service fees, the County closely aligned the definition of gross revenue in this Agreement with the definition of gross revenue in its recently enacted Service Provider Fee Ordinance.

REQUESTED ACTION

The Finance Committee recommends the Resolution authorizing the Cable Television Franchise Agreement By and Between the County of Champaign and Comcast of Illinois/Indiana/Ohio, LLC be forwarded to the County Board for approval.

CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN The COUNTY OF CHAMPAIGN And COMCAST OF ILLINOIS\INDIANA\OHIO, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Champaign, Illinois (hereinafter, the "County") and Comcast of Illinois Indiana Ohio, LLC, (hereinafter, "Grantee") this ____ day of _____, ___ (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code, as amended from time to time; provided that any provisions of the Illinois Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video

On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois\Indiana\Ohio, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. F.C.C., 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

"Public Way" shall mean, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County in the Franchise Area, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"County" means the County of Champaign, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 55 ILCS 5/5-1095(a) of the Illinois Counties Code, and Resolution No. ______ approving and authorizing the execution of this Agreement, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. <u>Term of Franchise</u>. The term of the Franchise granted hereunder shall be <u>ten</u> (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. <u>Renewal</u>. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. <u>Police Powers</u>. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee

shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. <u>Reservation of Authority</u>. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. <u>Competitive Equity</u>.

2.6.1. In the event the County grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of County of Champaign Highway Department Utility Permit as may be amended from time to time.

3.2. <u>Aerial and Underground Construction</u>. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be

reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. <u>Initial Service Obligations</u>. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. <u>General Service Obligation</u>. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. <u>Programming</u>. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. <u>Technical Standards</u>. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. <u>Annexations and New/Planned Developments</u>. In cases of annexation the County shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. <u>Long Drops</u>. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. <u>Emergency Alerts</u>. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the County become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the County to the County on an annual basis. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the County, its employees or agents in using such system.

4.8. <u>Customer Service Obligations</u>. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq*. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq*.

SECTION 5: Oversight and Regulation by County

5.1. <u>Franchise Fees</u>. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under

state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%), and the County actually proposes to increase the Franchise Fee in exercise of such authority, the County may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the County shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the County) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the County increases said Franchise Fee, the Grantee shall notify its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. <u>Taxes Not Included</u>. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. <u>Franchise Fees Subject to Audit</u>. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 for (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included

in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling

party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$2,000,000) for property damage resulting from any one accident and Two Million dollars (\$2,000,000) in aggregate. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the /County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. <u>Notice of Violation or Default</u>. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. <u>Grantee's Right to Cure or Respond</u>. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. <u>Enforcement</u>. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 9.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.

8.4. <u>Remedies Not Exclusive</u>. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the County's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such

standards, consistent with the Illinois Cable and Video Customer Protection Law and, pursuant to Section 3.1 of this Franchise Agreement and the requirements of the Champaign County Highway Department Utility Permit, to enforce the Grantee's compliance with the County's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the County to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the County.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. <u>Notice</u>. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:	To the Grantee:
Champaign County	Comcast
1776 E. Washington Street	1500 McConnor Parkway
Urbana, IL 61802	Schaumburg, Illinois 60173
ATTN: Elected County Executive	ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. <u>Entire Agreement</u>. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable

Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. <u>Governing Law</u>. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. <u>Venue</u>. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Champaign County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. <u>Modification</u>. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

9.8. <u>No Third-Party Beneficiaries</u>. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. <u>No Waiver of Rights</u>. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. <u>Validity of Franchise Agreement</u>. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement. 9.11. <u>Authority to Sign Agreement</u>. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the County of Champaign:	For Comcast/Illinois/Indiana/Ohio, LLC:
Ву:	Ву:
Name: C. Pius Weibel	Name:
Title: Chair of Champaign County Board	Title:
Date:	Date:



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE MANAGEMENT SERVICES

MEMORANDUM

То:	Stephanie Fortado, Deputy Chair – Finance; and Jim Goss, Assistant Deputy Chair – Finance; and Honorable Members of the Finance Committee of the Whole
From:	Tami Ogden, Deputy County Administrator of Finance
Date:	August 30, 2018
Subject:	Engagement Letters for Defeasance of the Series 2011 General Obligation Refunding Bonds and Redemption of the Series 2015 General Sales Tax Alternate Revenue Bonds related to the Champaign County Nursing Home

The planned sale of the Champaign County Nursing Home will result in the required defeasance or redemption of the tax-exempt bonds used to finance the home, in order to remain in compliance with federal income tax regulations. As Administration has previously advised the County Board, there are currently three outstanding bond issues.

The 2005A Bonds will mature on January 1, 2019, with the principal and final interest payments being made with already levied property tax revenue. The 2015 Bonds, which are callable on December 15, 2018, will be redeemed with sale proceeds. Defeasance of the 2015 Bonds is not required since the projected closing date is within 90-days of the call date. The 2011 Bonds are not callable until July 1, 2021; therefore, a defeasance escrow will be established with sale proceeds, and the bonds will be redeemed when they become callable.

The County has received Engagement Letters from its bond counsel, Chapman and Cutler LLP, and financial advisor, Raymond James, in order to provide the legal and professional services required for the defeasance and redemption of the outstanding bonds. Because a defeasance escrow must be established within 90-days of closing, and will require some time to organize, it is advisable for the County to proceed with approval of the Engagement Letters. This will allow County Administration to promptly begin working with its bond counsel and financial advisor once a firm closing date has been established.

REQUESTED ACTION

The Finance Committee recommends the Engagement Letters from Chapman and Cutler LLP and Raymond James Inc., for the defeasance or redemption of bonds related to the Champaign County Nursing Home, be forwarded to the County Board for approval.

Chapman and Cutler LLP

Attorneys at Law · Focused on Finance*

Anjali Vij Partner

111 West Monroe Street Chicago, Illinois 60603

T 312.845.3472 F 312.516.1972 anjvij@chapman.com

July 2, 2018

Ms. Debra Busey Interim County Administrator Ms. Tami Ogden Deputy County Administrator of Finance Brookens Administrative Center 1776 East Washington Urbana, Illinois 61802

Re: The County of Champaign, Illinois (the "County") Cash Defeasance regarding the County's General Obligation Refunding Bonds, Series 2011 and General Obligation Refunding Bonds (General Sales Tax Alternate Revenue Source), Series 2015

Dear Deb and Tami:

We are pleased to provide an engagement letter for our services as Special Counsel to the District for the defeasance (the "Defeasance") of the bonds in reference (the "Bonds"). For convenience and clarity, we may refer to The County of Champaign, Illinois (the "County") in its corporate capacity and to you, the County officers (including the governing body of the County) and employees and general and special counsel to the County, collectively as "you" (or the possessive "your"). You have advised us of the sale of the County-owned nursing home (the "Facility") to a private entity and that you expect to defease the Bonds in connection therewith in order to comply with applicable federal income tax and state law. We are to be retained for the purpose of representing the County as special counsel ("Special Counsel") on this matter.

A. DESCRIPTION OF SERVICES

As Special Counsel, we will work with the County and any parties who may become participants in the Defeasance, including designated County officers and employees, general counsel for the County, the County's Municipal Advisor, the Escrow Agent, and their designated counsel, to perform each of the following (the "Services") as necessary:

1. Consider the issues arising under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable tax regulations and other sources of law relating to the sale of the Bond-financed Facility and the establishment of the escrow for Defeasance (the "Escrow").

The County of Champaign, Illinois July 2, 2018 Page -2-

2. Review the proposed timetable and consult with the participants as to the timing of the sale of the Facility and the deadlines for remedial actions under the Code.

3. Prepare the Escrow and Defeasance documents, draft tax abatement certificates and review related verification or sufficiency reports.

4. Prepare or review all pertinent proceedings to be considered by the County Board; confirm the necessary quorum, meeting and notice requirements, and draft pertinent excerpts of minutes of the meetings relating to the Defeasance.

5. Draft tax compliance certificates and notices to the Internal Revenue Service (the "IRS") regarding the Defeasance.

6. If required by the Bond documents, render an opinion that, under existing law, the sale of the Facility in combination with the Defeasance, does not adversely affect any exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes to which the Bonds would be otherwise entitled (the "No Adverse Effect Opinion"). Please note that our No Adverse Effect Opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant, and is not a guarantee of result.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Special Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

1. Giving any advice, opinion or representation as to the financial or other feasibility or the fiscal or other prudence of the sale of the Facility or negotiating any contractual provisions on your behalf.

2. Preparing any of the following — requests for tax rulings from the IRS, blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation. Should review of the proposed transaction lead us to conclude that a ruling by the IRS might be appropriate, we would have to be separately engaged to prepare such a ruling request. We are not retained to respond to IRS audits.

3. Any other matter not specifically set forth above in Part A.

The County of Champaign, Illinois July 2, 2018 Page -3-

C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the County will be our client, and an attorney-client relationship will exist between us. However, our Services as Special Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under State law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. We may represent the Bond owners in other matters not related to the Bond transaction. We are advising you, and you understand that the County consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the County in this transaction are clients in other unrelated matters. Your acceptance of our services constitutes consent to these other engagements. Neither our representation of the County nor such additional relationships or prior consultations will affect, however, our responsibility to render objective advice.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the County or the defense of a claim asserted by the County. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("Circular 230") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the County in this matter.

Your acceptance of our Services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements. We assume that The County of Champaign, Illinois July 2, 2018 Page -4-

the County will have its general or special counsel available as needed to provide advocacy in the Defeasance transaction and that the County has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the Defesance of the Bonds.

1. In performing the Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the County at which proceedings are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our advice. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting the adequacy of the advice we provide to you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds or the Facility which may be relevant to the Defeasance. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making or have made in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. There are complicated Federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit tax-exempt transactions. The advice we prepare will be designed to assist you in maintaining the status of the Bonds as tax-exempt, but this means you must fully

The County of Champaign, Illinois July 2, 2018 Page -5-

understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask us questions about anything in the documents or our advice that is or may seem unclear.

6. As noted, the members of the governing body of the County also have duties under the tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the use of proceeds and related matters.

E. FEES

We will bill our fees as Special Counsel on a transactional basis. Disbursements and other non-fee charges are billed separately and are in addition to our fees for professional services.

Based upon our current understanding of the terms, structure, size and schedule of the proposed transaction, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be: (1) \$30,000 to establish Defeasance Escrows for the Series 2011 Bonds and the Series 2015 Bonds, or (2) \$28,500 to establish a Defeasance Escrow for the Series 2011 Bonds and to redeem the Series 2015 Bonds, in the event the sale of the Facility closes on or after September 15, 2018, such that an Escrow is not needed to defease the Series 2015 Bonds. If at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and prepare an amendment to this engagement letter.

Our statement of charges is customarily rendered and paid at the time the Escrow is funded, or in some instances upon or shortly after delivery of the final transcripts; we generally do not submit any interim statements for our fees, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Defeasance is not completed, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorneys primarily responsible for the firm's services on this matter, with assistance as needed from other members of our bond, securities and tax departments.

The County of Champaign, Illinois July 2, 2018 Page -6-

F. RISK OF AUDIT BY IRS

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer of purposes of the examination. As noted in Paragraph 2 of Part B above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

G. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

We will deliver a letter to you when we believe that our services are complete. This engagement and our representation of the County will terminate when you receive such a letter. The engagement will also terminate if there has been no communication between you and us regarding this matter for more than 60 consecutive days. The contract will automatically terminate (unless extended by mutual agreement) on December 31, 2018. You may terminate the engagement at any time by notifying us of the termination.

Please note that you are engaging us as Special Counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to the termination of this engagement, any papers and property provided by the County will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. The County of Champaign, Illinois July 2, 2018 Page -7-

We call your attention to the County's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS website at www.irs.gov (search "Tax Exempt Bond FAQs Regarding Record Retention Requirements"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

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The County of Champaign, Illinois July 2, 2018 Page -8-

H. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

Brent Feller

By:

Accepted and Approved:

THE COUNTY OF CHAMPAIGN, Illinois

By:	

Title:	

Date: _____, 2018

AV:bha Enclosure

RAYMOND JAMES®

June 4, 2018

Ms. Debra Busey Interim County Administrator Ms. Tami Ogden Deputy County Administrator of Finance The County of Champaign Brookens Administrative Center 1776 East Washington Street Urbana, IL 61802

Re: Municipal Advisor Agreement for the Cash Defeasance of the General Obligation Refunding Bonds, Series 2011 and the General Obligation Refunding Bonds (General Sales Tax Alternate Revenue Source), Series 2015 related to the County Nursing Home

Dear Deb and Tami:

This letter outlines the related matters with respect to Raymond James & Associates Inc.'s role as financial and municipal advisor ("Raymond James" or the "Municipal Advisor"), acting by and through its Public Finance/Debt Investment Banking Department, solely with regard to assisting The County of Champaign (the "County") for the following Scope of Services in relation to the cash defeasance of all of the outstanding maturities of the General Obligation Refunding Bonds, Series 2011 (the "Series 2011 Bonds") and the General Obligation Refunding Bonds (General Sales Tax Alternate Revenue Source), Series 2015 (the "Series 2015 Bonds") related to the County Nursing Home (together the "Bonds").

County has requested that Raymond James assist it with the defeasance of all outstanding principal and interest through July 1, 2021 the first call date of the Series 2011 Bonds and for all outstanding principal and interest through December 15, 2018 the first call date of the Series 2015 Bonds achieved through either the purchase of secondary market U.S. Treasury/Agency securities ("Open Market Securities" or State and Local Government Securities ("SLGS"). The cashflow of the Open Market Securities or SLGS will be sufficient to fund the payment of all debt service on the Bonds through their respective earliest call dates.

Raymond James, as the County's Municipal Advisor for the defeasance, will oversee and coordinate all efforts to effect the defeasance on the County's timeline.

The Scope of Services within this Municipal Advisor Agreement (the "Agreement") is limited to the following items, but may include matters which are directly related to these services yet remain within the scope outlined below:

1. Coordinate activities among all members of the working group throughout the process;

2. Evaluate and analyze potential investment returns using Open Market Securities versus SLGs and present results to County, as applicable;

3. Review and discuss risks and other considerations associated with the different types of potential Open Market Securities available to County, consistent with Federal Tax Law and the County's Investment Policy;

4. Oversee the retention of a verification agent as directed by County;

5. Develop bid specifications for the term sheet setting forth the disbursement requirements necessary to meet escrow disbursement requirements of the Bonds;

6. Pre-market bid and act as liaison between potential Open Market Securities providers and County prior to bid;

7. Provide market color to the working group as to the expected investment rates and portfolio costs, as applicable;

8. Conduct the bid process for Open Market Securities (receiving bids from as many providers as possible) and report results to County and any other relevant party(ies);

9. Run final numbers and coordinate with the verification agent to receive sign-off on escrow pricing day;

10. Coordinate the flow of post award information of Open Market Securities amongst the working group;

11. Develop the closing memo for the working group;

12. Manage the settlement process for Open Market Securities or SLGS to closure by requiring appropriate focus by the working group, and the provider, as applicable; and

13. Provide documentation with regard to any such bid process to Bond Counsel (and any other parties).

Our fee for assisting County as outlined above will be \$10,000. The fee will be contingent upon and payable upon the closing of the defeasance. If the closing occurs on or after September 15, 2018 and the Series 2015 Bonds do not need to be defeased, then the fee will be \$9,500. The fee will be paid directly to Raymond James by County upon closing.

Both parties acknowledge and are hereby deemed to agree that Raymond James is acting solely as Municipal Advisor with respect to the limited scope of services delineated herein. Municipal Advisor's engagement by you is strictly limited to the scope of services delineated herein and Municipal Advisor is not acting as a fiduciary for any other purposes or to any other party or parties to the transaction. Municipal Advisor will be neither party to, nor liable under, any contract, agreement or understanding executed or otherwise existing to affect the defeasance. The Scope of Services does not include tax, legal, accounting, or engineering advice with respect to the defeasance of the Bonds or in connection

2

with any opinion or certificate rendered by counsel or any other person at closing. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein and both parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Municipal Advisor's limited engagement terminates on the settlement date of the defeasance and Municipal Advisor shall have no duties or obligations thereafter.

MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to County as Exhibit A to this Agreement.

County acknowledges and agrees that Municipal Advisor has been retained to act solely as Municipal Advisor for County with respect to this engagement, and not as an agent or Municipal Advisor to any other person, and County's engagement of Municipal Advisor is not intended to confer rights upon any person (including employees or creditors of the County) not a party hereto as against Municipal Advisor or its affiliates, or their respective directors, officers, employees or agents, successors, or assigns. Municipal Advisor shall act as an independent contractor under this Agreement, and not in any other capacity and any duties arising out of its engagement shall be owed solely to County.

Both parties acknowledge and agree that the Municipal Advisor is acting solely as a municipal financial advisor to County with respect to this engagement. Municipal Advisor's engagement by County is limited to providing financial advisory services to County and Municipal Advisor is not a fiduciary of any other party to the transaction. Advisor will not (i) provide any assurances that any investment made during its engagement is the best possible investment available for County's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if an investment fails to close or for default of same.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the County's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to County. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about County and the authority of each person acting on County's behalf. The County agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the County agrees that, to the extent the County seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the County will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

The Municipal Advisor or its affiliates may have business relationships with the provider or other providers of information relevant to the matter. These business and trading relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive compensation from any third party with respect to the purchase of the Open Market Securities. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Municipal Advisor, but of which none of the individuals involved in the purchase of Open Market Securities actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to County.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the County's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the County. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of County arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of the Bonds, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the County of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the County under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The County hereby covenants and agrees that it will indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors) employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of County, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

This Agreement may be terminated prior to the completion of services with prior written notice to the other party. Neither party shall incur any liability to the other arising out of the termination of this Agreement. However, the paragraph immediately below shall survive any such termination,

This Agreement embodies all the terms, agreements, conditions and rights contemplated and

negotiated by the County and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between the County and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to any conflicts of law provisions that apply the law of a different jurisdiction.

Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.

Please sign below to evidence your agreement as to the Municipal Advisor Scope of Service, and proposed fee structure. Signature below also acknowledges Exhibit A is part of this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed

and sealed by their respective authorized officers this _____day of ______, 20____.

RAYMOND JAMES & ASSOCIATES, INC.

Elizabeth Hennessy, Managing Director

David Sutton, Managing Director

THE COUNTY OF CHAMPAIGN, ILLINOIS

Ву:	Ву:	-
Title:	Title:	

5

RESOLUTION NO.

RESOLUTION FORGIVING A LOAN FROM THE CHAMPAIGN COUNTY GENERAL CORPORATE FUND TO THE NURSING HOME FUND AUTHORIZED BY RESOLUTION NUMBER 9732 AND LOAN RENEWAL RESOLUTION NUMBER 10032

WHEREAS, on September 22, 2016, the Champaign County Board approved Resolution No. 9732 authorizing a loan to the Champaign County Nursing Home from the General Corporate Fund in the amount of \$282,802 to cover the costs of the emergency replacement of its boiler system; and

WHEREAS, a partial repayment of the Interfund loan was recognized in the form of a \$56,000 rebate received on March 20, 2017, from the State of Illinois' Public Sector Energy Efficiency Program; and

WHEREAS, on July 20, 2017, the Champaign County Board approved Resolution No. 10032 authorizing the renewal of the remaining balance of the loan, \$226,802, for a period not to exceed one additional year with repayment to be made no later than September 21, 2018; and

WHEREAS, the Champaign County Nursing Home is unable to pay the outstanding balance of the loan in the amount of \$226,802 on September 21, 2018; and

WHEREAS, the County Board has determined to forgive the loan from the General Corporate Fund to the Nursing Home Fund; and

WHEREAS, the County Board directs the Champaign County Treasurer to document the amount of the loan forgiveness in the Record of Transfers and Loans to the Nursing Home Fund from the General Corporate Fund.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the outstanding balance of the loan in the amount of \$226,802 from the General Corporate Fund to the Nursing Home Fund granted pursuant to Resolution 9732 and renewed by Resolution 10032 is hereby forgiven.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of September, 2018.

C. Pius Weibel, Chair Champaign County Board

ATTEST:

Gordy Hulten, Count Clerk and *Ex-Officio* Clerk of the Champaign County Board 4

FUND 080 GENERAL CORPORATE DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	REC	GET IF DUEST IS PROVED	INCREASE (DECREASE) REQUESTED
080-075-534.45 BAD DEBT EXPENSE	1	0	0	226,802	226,802
-	1		<u>.</u>		
	1				
TOTALS		0	0	226,802	226,802

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			1	
		F		
			 .	
TOTALS	0	0	0	0
EXPLANATION: BUDGET AMENDMEN	T TO RECOGNI	ZE BAD DEBT	PURSUANT TO	A RESOLUTION
FORGIVING A LOAN TO THE CC 1	NURSING HOME	GRANTED FOR	AN EMERGENC	Y BOILER
SYSTEM REPLACEMENT IN 2016	BY RESOLUTIO	N NO. 9732,	RENEWED IN 2	017 BY
RESOLUNTION NO. 10032.	- 8.97 59.			

DATE SUBMITTED:	AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK **
8-31-18	amaral ade
	Junior O Spin
APPROVED BY BUDGET &	FINANCE COMMITEE: DATE:

COUNTY BO¹⁰ARD COPY

GENERAL CORPORATE FUND SUMMARY Fund 080-000

FINANCIAL

		Fund 080 Summary		2017	2018	2018	2019
				Actual	Original	Projected	Budget
311	10	CURR PROP TX-GENERAL CORP		\$10,332,923	\$11,549,743	\$11,063,313	\$12,415,810
311	29	CURR PROP TX-COOP EXTENSN		\$420,125	\$422,498	\$421,081	\$439,412
313	10	RE BACKTAX-GENERAL CORP		\$6,422	\$5,500	\$5,500	\$6,000
313	29	RE BACKTAX-COOP EXTENSION		\$261	\$0	\$235	\$0
314	10	MOBILE HOME TAX		\$9,242	\$8,700	\$9,025	\$9,000
315	10	PAYMENT IN LIEU OF TAXES		\$7,835	\$6,500	\$7,800	\$7,500
318	12	COUNTY HOTEL/MOTEL TAX		\$21,090	\$21,500	\$21,000	\$21,000
318	13	COUNTY AUTO RENTAL TAX		\$31,570	\$32,000	\$32,000	\$32,000
319	10	INTEREST-DELINQUENT TAXES		\$587,259	\$615,000	\$600,000	\$615,000
319	11	COSTS - DELINQUENT TAXES		\$21,076	\$24,000	\$23,375	\$24,000
		PROPERTY TAXES		\$11,437,803	\$12,685,441	\$12,183,329	\$13,569,722
321	10	LIQUOR/ENTERTNMNT LICENSE		\$26,705	\$29,500	\$28,500	\$28,500
322	10	MARRIAGE LICENSES		\$77,000	\$80,000	\$80,000	\$80,000
322	15	CIVIL UNION LICENSES		\$790	\$0	\$140	\$140
322	20	REVENUE STAMPS		\$1,423,759	\$1,400,000	\$1,500,000	\$1,500,000
322	40	ZONING USE PERMITS		\$45,422	\$46,262	\$40,860	\$67,445
		LICENSES AND PERMITS		\$1,573,676	\$1,555,762	\$1,649,500	\$1,676,085
331	25	HHS-CHLD SUP ENF TTL IV-D		\$212,391	\$224,147	\$214,247	\$212,423
331	38	JUST-JUS/MNT HTH CBTN PRG		\$56,629	\$0	\$0	\$0
331	40	JUSTC-BYRNE FORMULA GRANT		\$21,150	\$33,723	\$33,723	\$33,723
331	69	JUST-ST CRIM ALIEN ASSIST		\$0	\$14,500	\$11,300	\$11,500
331	73	USDA-NAT SCHL LUNCH/SNACK		\$16,591	\$18,000	\$22,000	\$20,000
331	74	USDA-NAT SCHOOL BREAKFAST		\$9,250	\$10,000	\$12,000	\$11,000
331	80	JUST-JUSTICE ASSISTNC GRT		\$4,138	\$4,000	\$3,760	\$4,000
331	91	HOM SEC-EMRGNCY MGMT PERF		\$24,489	\$52,000	\$53,597	\$52,000
331	99	DOT-HAZRD MATLS TRNG/PLAN		\$13,759	\$11,000	\$11,000	\$11,000
334	25	IL ATTY GEN-VICTIM ASSIST		\$31,000	\$28,100	\$31,000	\$31,000
334	41	IL DPT HLTHCARE & FAM SRV		\$109,413	\$115,395	\$110,295	\$112,119
334	42	IL DP PUB HLTH-GEN RV GRT		\$4,454	\$4,800	\$4,477	\$4,800
334	62	ISBE-IL SCHL BRKFST/LUNCH		\$417	\$300	\$300	\$400
334	72	DCFS-PARENTAL RIGHTS ATTY		\$36,000	\$36,000	\$18,000	\$0
335	30	CORP PERSNL PROP REPL TAX		\$858,166	\$678,424	\$717,395	\$695,943
335	40	1% SALES TAX (UNINCORP.)		\$1,350,385	\$1,333,337	\$1,427,000	\$1,470,000
335	41	1/4% SALES TAX (ALL CNTY)		\$5,563,617	\$5,638,133	\$5,750,000	\$5,865,000
335	43	USE TAX		\$833,298	\$816,052	\$876,000	\$919,800
335	60	STATE REIMBURSEMENT		\$1,928,754	\$1,884,598	\$1,884,898	\$1,575,422
335	61	ILETSB-POLICE TRNING RMB		\$15,709	\$17,325	\$17,325	\$17,325
335	70	STATE SALARY REIMBURSMENT		\$309,193	\$309,301	\$310,812	\$317,646
335	71	STATE REV-SALARY STIPENDS		\$48,500	\$48,500	\$45,500	\$48,500
		Budget	81				Summary
Cha	ampaig	gn County, Illinois				General Fur	

		Fund 080 Summary	2017	2018	2018	2019
			Actual	Original	Projected	Budget
335	80	INCOME TAX	\$3,207,705	\$3,207,336	\$2,975,000	\$3,140,000
335	91	CHARITABLE GAMES LIC/TAX	\$68,235	\$60,000	\$70,000	\$70,000
336	1	CHAMPAIGN CITY	\$92,878	\$15,853	\$16,353	\$15,853
336	14	VILLAGE OF SAVOY	\$472,919	\$488,069	\$488,069	\$502,709
336	16	VILLAGE OF MAHOMET	\$160,933	\$160,000	\$180,000	\$200,000
337	21	LOCAL GOVT REIMBURSEMENT	\$374,124	\$365,750	\$370,750	\$377,865
337	23	LOC GVT RMB-EVNT SECURITY	\$96,361	\$79,926	\$77,626	\$80,300
337	26	LOC GVT RMB-POSTAGE	\$8,188	\$7,000	\$8,800	\$8,800
337	27	LOC GVT RMB-UTILITIES	\$3,793	\$4,800	\$4,800	\$4,800
337	28	JAIL BOOKING-IN FEES	\$61,253	\$64,000	\$64,000	\$64,000
337	29	SCHOOL RESOURCE OFFCR RMB	\$107,740	\$110,000	\$110,000	\$114,302
		FEDERAL, STATE & LOCAL SHARED REVENUE		\$15,840,369	\$15,920,027	\$15,992,230
341	10	COURT FEES AND CHARGES	\$101,899	\$132,000	\$111,000	\$116,000
341	14	ELECTRNC HOME DETENTN PRG	\$86,797	\$75,000	\$75,000	\$75,000
341	19	COURT SECURITY FEE	\$232,065	\$250,000	\$250,000	\$250,000
341	27	OUT OF COUNTY DETAINEES	\$4,575	\$2,000	\$250,000	\$220,000 \$0
341	28	WORK RELEASE FEES	\$1,125	\$1,800	\$1,800	\$0 \$1,800
341	29	BOND FEES	\$101,376	\$1,800	\$75,000	\$1,800
341	30	ZONING & SUBDIVISION FEE	\$6,137	\$100,000	\$75,000 \$37,698	
341	31	ACCOUNTING FEES	\$85,153	\$110,000		\$9,281 \$152.021
341	32	COUNTY CLERK FEES	\$329,221	\$350,000	\$86,000 \$350,000	\$152,931 \$250,000
341	33	RECORDING FEES	\$771,731	\$330,000 \$740,000	\$330,000 \$740,000	\$350,000 \$740,000
341	35	INFO TECH/HUM RSOURC FEES	\$44,422	\$87,000	\$47,000 \$47,000	\$740,000 \$203,810
341	36	CIRCUIT CLERK FEES	\$1,359,761	\$1,450,000	\$1,500,000	\$1,500,000
341	37	SHERIFF FEES	\$189,137	\$1,430,000 \$210,000	\$185,000	\$1,500,000 \$185,000
341	39	MAINTENANCE/CUSTODIAL FEE	\$51,556	\$70,000	\$185,000	
341	41	CORONER STATUTORY FEES	\$56,785	\$51,000	\$38,000 \$49,000	\$139,109 \$49,000
341	42	REIMB OF CORONER COSTS	\$54,906	\$55,000	particular and the particular and a state of the	\$49,000 \$50,000
341	45	ADMINISTRATIVE FEES	\$172	\$35,000 \$200	\$50,000 \$200	\$30,000 \$200
341	52	TAX SALE FEE	\$30,420	\$200 \$33,140	\$200	\$200
341	53	RENTAL HOUSNG SUPPORT FEE	\$203,133	\$33,140 \$200,000	\$200,000	
341	54	COURT FEES-SHF VEHICL MNT	\$205,135 \$1,894	\$200,000	\$200,000	\$200,000 \$2,200
341	57	PAST-DUE COURT FEES	\$33,870	\$2,200 \$0	\$40,000	\$2,200
341	60	SHF FAIL-TO-APPEAR WARRNT	\$11,840	\$10,000	\$10,000	
351	10	FINES & BOND FORFEITURES	\$562,152	\$600,000	\$575,000	\$10,000 \$575.000
351	11	DUI FINES-FOR DUI ENF EQP	\$28,067	\$25,000	\$373,000 \$25,000	\$575,000 \$30,000
351	15	FEES ON TRAFFIC FINES	\$20,118	\$23,000 \$23,000	\$23,000 \$20,000	\$20,000 \$20,000
352	10	EVIDENCE FORFEITURES	\$20,118	\$1,000	\$20,000	\$1,000
352	15	ABANDONED BAIL BONDS	\$30,846	\$20,000	\$0,924 \$12,000	
202		FEES AND FINES	\$4,399,158	10-30-30-30-30-50-50-50-50-50-50-50-50-50-50-50-50-50		\$12,000 \$4,857,731
			34,399,130	\$4,605,729	\$4,517,822	\$4,853,331
361	10	INVESTMENT INTEREST	\$45,011	\$11,650	\$43,150	\$41,850
362	10	CABLE TV FRANCHISE	\$302,571	\$310,000	\$310,000	\$310,000
362	11	MEA CIVIC CONTRIBUTION	\$0	\$93,000	\$66,000	\$83,000
362	15	RENT	\$696,836	\$712,086	\$695,118	\$799,431
FY.	2019 H	Budget 82				Summary
Cha	ampaig	gn County, Illinois			General Fur	id 080-000

		Fund 080 Summary		2017	2018	2018	2019
		runa ooo Summary		Actual	Original	Projected	Budget
				Actual	Original	rrojecteu	Dunket
362	16	TENANT REIMB BLDG IMPRVMT		\$9,309	\$0	\$0	\$0
363	10	GIFTS AND DONATIONS		\$11,242	\$0	\$1,835	\$0
363	30	M.L.KING EVENT CONTRIBS		\$5,490	\$11,000	\$11,000	\$11,000
363	50	RESTRICTED DONATIONS		\$100	\$0	\$0	\$0
363	60	PRIVATE GRANTS		\$2,000	\$0	\$0	\$0
369	12	VENDING MACHINES		\$5,892	\$5,500	\$5,500	\$5,500
369	13	ELECTRONIC PYTS REBATE		\$16,291	\$18,000	\$16,000	\$18,000
369	15	PARKING FEES		\$25,890	\$26,000	\$24,000	\$26,000
369	41	TELEPHONE TOLL REIMB		\$50	\$15	\$0	\$0
369	42	WORKER'S COMP. REIMB.		\$11,553	\$2,500	\$8,223	\$2,500
369	71	SOCIAL SECURITY INCENTIVE		\$23,200	\$24,000	\$24,000	\$24,000
369	90	OTHER MISC. REVENUE		\$75,744	\$41,880	\$53,150	\$38,050
		MISCELLANEOUS		\$1,231,179	\$1,255,631	\$1,257,976	\$1,359,331
						•••,=••,••••	• • • • • • • • • • • • • • • • • • • •
371	6	FROM PUB SAF SALES TAX FD		\$480,565	\$895,349	\$894,329	\$1,484,411
371	11	FROM GIS CONSORTIUM 850		\$1,394	\$3,000	\$0	\$0
371	17	FROM CHILD SUPPORT FND617		\$0	\$15,000	\$0	\$0
371	18	FROM PROB SERV FUND 618		\$86,454	\$183,500	\$183,500	\$323,500
371	20	FROM HLTH INSUR FUND 620		\$30,114	\$23,000	\$19,400	\$0
371	27	FROM PROP TAX FEE FND 627		\$49,384	\$64,050	\$64,050	\$66,200
371	36	FROM HWY DEBT SERV FND350		\$869	\$0	\$0	\$0
371	59	FROM JAIL MED COSTS FD659		\$18,503	\$23,020	\$23,020	\$24,100
371	61	FROM WORKING CASH FND 610		\$4,909	\$1,900	\$4,199	\$5,000
371	77	FROM ELECTION GRNT FND628		\$0	\$20,000	\$15,671	\$0
371	92	FROM LAW LIBRARY FUND 092		\$0	\$15,000	\$15,000	\$15,000
381	12	INTERFUND POSTAGE REIMB		\$10,238	\$13,500	\$11,000	\$11,000
381	13	AUDIT FEE REIMBURSEMENT		\$20,312	\$21,000	\$21,000	\$72,402
381	16	HEALTH/LIFE INSUR REIMB		\$8,709	\$10,000	\$10,000	\$10,000
381	22	INFO TECHNOLOGY EXP REIMB		\$0	\$0	\$0	\$19,000
381	62	REIM FRM DRUG FORF FND621		\$9,000	\$9,000	\$9,000	\$9,000
381	73	REIMB FRM SELF-INS FND476		\$19,246	\$19,632	\$19,632	\$20,403
385	35	JMHC GRNT SAL REIM FR 075		\$774	\$0	\$0	\$0
		INTERFUND REVENUE		\$740,471	\$1,316,951	\$1,289,801	\$2,060,016
		REVENUE TOTALS		\$35,483,719	\$37,259,883	\$36,818,455	\$39,510,715
	2			12 - N .			
511	1	ELECTED OFFICIAL SALARY		\$741,824	\$759,581	\$759,581	\$855,548
511	2	APPOINTED OFFICIAL SALARY		\$720,227	\$732,942	\$732,942	\$732,989
511	3	REG. FULL-TIME EMPLOYEES		\$13,019,431	\$13,481,014	\$13,388,586	\$13,995,007
511	4	REG. PART-TIME EMPLOYEES		\$224,454	\$277,904	\$258,233	\$218,526
511	5	TEMP. SALARIES & WAGES		\$133,239	\$180,252	\$242,869	\$123,750
511	6	PER DIEM		\$57,480	\$65,550	\$60,005	\$65,550
511	9	OVERTIME		\$194,029	\$184,026	\$177,026	\$166,526
511	10	JUDGES' SALARY INCREASE		\$6,582	\$6,622	\$6,622	\$6,622
511	40	STATE-PAID SALARY STIPEND		\$42,000	\$42,000	\$32,500	\$42,000
		Budget	83				Summary
Ch	ampai	gn County, Illinois				General Fur	nd 080-000
	- 1 -	1974-0 19 ⁷² -199					

		Fund 080 Summary		2017	2018	2018	2019
				Actual	Original	Projected	Budget
						1970 1970	
511	44	NO-BENEFIT PART-TIME EMPL		\$25,920	\$29,274	\$29,274	\$29,274
512	1	SLEP ELECTED OFFCL SALARY		\$115,146	\$117,269	\$117,269	\$117,269
512	2	SLEP APPNTD OFFCL SALARY		\$4,000	\$4,000	\$4,000	\$4,000
512	3	SLEP REG FULL-TIME EMP'EE		\$6,252,822	\$6,404,387	\$6,242,978	\$6,465,577
512	9	SLEP OVERTIME		\$382,994	\$371,779	\$371,779	\$371,779
512	40	SLEP STATE-PD SAL STIPEND		\$6,500	\$6,500	\$6,500	\$6,500
513	1	SOCIAL SECURITY-EMPLOYER		\$0	\$19,201	\$19,201	\$16,752
513	2	IMRF - EMPLOYER COST		\$0	\$20,683	\$20,683	\$12,964
513	4	WORKERS' COMPENSATION INS		\$0	\$1,230	\$999	\$900
513	5	UNEMPLOYMENT INSURANCE		\$0	\$1,488	\$1,488	\$1,240
513	6	EMPLOYEE HEALTH/LIFE INS		\$3,060,724	\$3,257,028	\$2,973,508	\$3,283,500
513	20	EMPLOYEE DEVELOPMNT/RECOG		\$3,210	\$4,450	\$4,450	\$4,450
513	21	EMPLOYEE PHYSICALS/LAB		\$1,699	\$1,200	\$553	\$1,200
		PERSONNEL		\$24,992,281	\$25,968,380	\$25,451,046	\$26,521,923
522	Т	STATIONERY & PRINTING		\$69,636	\$80,290	\$78,439	\$77,290
522	2	OFFICE SUPPLIES		\$83,134	\$78,275	\$81,218	\$76,126
522	3	BOOKS,PERIODICALS & MAN.		\$20,023	\$38,078	\$24,897	\$37,028
522	4	COPIER SUPPLIES		\$33,845	\$37,000	\$35,500	\$36,000
522	6	POSTAGE, UPS, FED EXPRESS		\$207,889	\$237,857	\$203,914	\$237,981
522	10	FOOD		\$4,476	\$5,300	\$5,300	\$5,300
522	11	MEDICAL SUPPLIES		\$13,111	\$15,225	\$15,225	\$15,225
522	12	STOCKED DRUGS		\$13,111	\$30,000	\$30,000	\$30,000
522	13	CLOTHING - INMATES		\$9,177	\$13,500	\$13,500	\$13,500
522	14	CUSTODIAL SUPPLIES		\$65,199	\$72,783	\$72,783	\$72,783
522	15	GASOLINE & OIL		\$157,924	\$188,885	\$186,935	\$188,885
522	16	TOOLS		\$5,275	\$7,600	\$7,600	\$7,600
522	17	GROUNDS SUPPLIES		\$4,208	\$8,000	\$7,000 \$8,000	\$8,000 \$8,000
522	19	UNIFORMS		\$55,358	\$58,936	\$58,440	\$58,936
522	22	MAINTENANCE SUPPLIES		\$16,335	\$11,421	\$11,421	\$38,930 \$11,421
522	25	DIETARY NON-FOOD SUPPLIES		\$16,393	\$19,000	\$19,000	\$11,421 \$19,000
522	28	LAUNDRY SUPPLIES		\$8,645	\$19,000		
522	44	EQUIPMENT LESS THAN \$5000				\$11,500 \$89,483	\$11,500 \$71,705
522	45	VEH EQUIP LESS THAN \$5000		\$186,734	\$63,495	and the second second second second	\$71,795
522	45 46	BODY WORN CAMERAS		\$73,263	\$14,500	\$45,080	\$14,500
522	50	PURCHASE DOCUMENT STAMPS		\$0 6874.062	\$28,800	\$28,800	\$28,800
522				\$874,963	\$933,333	\$1,000,000	\$1,000,000
522	90	ARSENAL & POLICE SUPPLIES		\$30,010	\$24,350	\$23,950	\$24,450
522 522	91 93	LINEN & BEDDING		\$8,497	\$6,000	\$6,000	\$6,000
522 522	93 94	OPERATIONAL SUPPLIES ELECTION SUPPLIES		\$56,697	\$75,050	\$70,999	\$71,150
322	94			\$9,394	\$15,000	\$15,000	\$15,000
		COMMODITIES		\$2,010,186	\$2,074,178	\$2,142,984	\$2,138,270
533	1	AUDIT & ACCOUNTING SERVCS		\$80,380	\$73,805	\$73,805	\$75,805
533	2	ARCHITECT SERVICES		\$19,932	\$10,000	\$7,680	S 0
533	3	ATTORNEY/LEGAL SERVICES		\$125,191	\$98,000	\$95,715	\$118,000
533	4	ENGINEERING SERVICES		\$12,518	\$7,900	\$7,900	\$7,900
FY	2019	Budget	04				Summary
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		Fund 080 Summary		2017	2018	2018	2019
				Actual	Original	Projected	Budget
533	5	COURT REPORTING		\$18,277	\$23,700	\$23,082	\$38,900
533	6	MEDICAL/DENTAL/MENTL HLTH		\$812,871	\$969,615	\$999,130	\$1,044,434
533	7	PROFESSIONAL SERVICES		\$376,064	\$349,442	\$358,772	\$295,320
533	8	CONSULTING SERVICES		\$16,786	\$7,500	\$3,000	\$2,500
533	12	JOB-REQUIRED TRAVEL EXP		\$14,880	\$21,054	\$19,365	\$21,104
533	13	AMBULANCE/MEDIVAN SERVICE		\$0	\$2,000	\$2,000	\$2,000
533	15	ISAA-APPELLATE SERVICE		\$36,000	\$36,000	\$36,000	\$36,000
533	16	OUTSIDE PRISON BOARDING		\$15,050	\$45,000	\$35,000	\$45,000
533	18	NON-EMPLOYEE TRAINING, SEM		\$0	\$500	\$300	\$500
533	22	LABORATORY FEES		\$49,269	\$45,000	\$45,000	\$45,000
533	29	COMPUTER/INF TCH SERVICES		\$19,834	\$43,479	\$43,395	\$43,379
533	30	GAS SERVICE		\$272,566	\$350,000	\$350,000	\$350,000
533	31	ELECTRIC SERVICE		\$825,701	\$780,000	\$780,000	\$780,000
533	32	WATER SERVICE		\$76,774	\$83,500	\$83,500	\$83,500
533	33	TELEPHONE SERVICE		\$85,170	\$92,520	\$97,665	\$94,965
533	34	PEST CONTROL SERVICE		\$11,131	\$11,315	\$11,315	\$11,315
533	35	TOWEL & UNIFORM SERVICE		\$0	\$0	\$200	\$0
533	36	WASTE DISPOSAL & RECYCLNG		\$60,323	\$59,542	\$59,642	\$58,642
533	38	STORMWATER UTILITY FEE		\$34,710	\$40,000	\$40,000	\$40,000
533	40	AUTOMOBILE MAINTENANCE		\$61,843	\$70,168	\$70,498	\$70,348
533	42	EQUIPMENT MAINTENANCE		\$275,537	\$293,715	\$295,934	\$209,993
533	44	MAIN ST JAIL REPAIR-MAINT		\$50,017	\$47,550	\$47,550	\$47,550
533	46	1905 E MAIN REPAIR-MAINT		\$12,949	\$15,357	\$15,357	\$15,357
533	47	JUV DET CTR REPAIR-MAINT		\$19,000	\$20,000	\$20,000	\$20,000
533	50	FACILITY/OFFICE RENTALS		\$0	\$0	\$0	\$25,000
533	51	EQUIPMENT RENTALS		\$7,676	\$7,739	\$7,339	\$7,739
533	52	OTHER SERVICE BY CONTRACT		\$26,448	\$26,448	\$26,448	\$26,448
533	54	ASSISTANCE TO VETERANS		\$84,701	\$80,000	\$80,000	\$80,000
533	58	EMPLOYEE PARKING		\$17,310	\$18,141	\$18,141	\$18,121
533	61	1701 E MAIN REPAIR-MAINT		\$41,734	\$38,788	\$38,788	\$38,788
533	62	JUROR MEALS		\$4,189	\$5,500	\$5,500	\$5,500
533	63	JUROR EXPENSE		\$121,394	\$118,000	\$117,000	\$118,000
533	64	ELECTION JUDGES & WORKERS		\$104,403	\$200,000	\$200,000	\$130,000
533	65	VOTER REGISTRATION EXP.		\$4,260	\$200,000	\$416	\$0
533	66	REGISTRARS-BIRTH & DEATH		\$5,092	\$5,250	\$5,250	\$5,250
533	67	202 BARTELL BDG RPR-MAINT		\$2,826	\$2,673	\$7,609	\$2,673
533	68	WITNESS EXPENSE		\$2,429	\$8,168	\$8,168	\$8,168
533	70	LEGAL NOTICES, ADVERTISING		\$61,406	\$82,794	\$90,658	\$92,094
533	72	DEPARTMENT OPERAT EXP		\$1,142	\$1,000	\$1,000	\$1,000
533	74	JURORS' PARKING		\$41,305	\$45,000	\$45,000	\$45,000
533	75	COURT-ORDERED COSTS		\$1,775	\$3,000	\$3,000	\$3,000
533	81	SEIZED ASSET EXPENSE		\$272	\$500	\$500	\$500
533	84	BUSINESS MEALS/EXPENSES		\$8,660	\$1,560	\$1,460	\$9,560
533	85	PHOTOCOPY SERVICES		\$221,094	\$227,750	\$227,828	\$227,750
533	86	NURS HOME BLDG REPAIR/MNT		\$5,382	\$0	\$0	\$0
533	89	PUBLIC RELATIONS		\$277	\$1,000	\$1,000	\$1,000
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		Fund 080 Summary		2017	2018	2018	2019	
				Actual	Original	Projected	Budget	
533	91	LAUNDRY & CLEANING		\$0	\$0	\$80	\$0	
533	92	CONTRIBUTIONS & GRANTS		\$303,455	\$231,054	\$231,054	\$230,136	
533	93	DUES AND LICENSES		\$85,390	\$87,688	\$87,107	\$88,971	
533	94	INVESTIGATION EXPENSE		\$7,733	\$8,750	\$9,500	\$8,750	
533	95	CONFERENCES & TRAINING		\$124,518	\$152,725	\$151,140	\$155,275	
533	99	CONTINGENT EXPENSE		\$0 \$0	\$190,802	\$0 \$0	\$185,000	
534	9	R.E. TAX / DRAINAGE ASMNT		\$375	\$150,002	\$350	\$185,000	
534	л́.	FOOD SERVICE		\$297,725	\$413,018	\$330 \$413,018	\$423,386	
534	15	METCAD		\$651,324	\$654,500	\$654,500	\$689,250	
534	21	PROP CLEARANCE / CLEAN-UP		\$9,783	\$6,800 \$6,800	\$15,114	\$089,230 \$6,800	
534	25	COURT FACILITY REPR-MAINT		\$46,890	\$53,775	\$53,866		
534	27	ANIM SERV FACIL RPR-MAINT		\$4,031	\$5,091		\$53,775	
534	37	FINANCE CHARGES, BANK FEES		\$3,712		\$5,091	\$5,091	
534	40	CABLE/SATELLITE TV EXP		\$5,712	\$3,000 \$560	\$2,677	\$3,600	
534	46	SEWER SERVICE & TAX				\$518	\$560 \$40.045	
534	40 58	LANDSCAPING SERVICE/MAINT		\$38,375	\$49,045	\$49,045	\$49,045	
534	58 60			\$5,905	\$3,428	\$3,428	\$3,428	
		AREA-WIDE RECORDS MGT SYS		\$0	\$0	\$14,611	\$30,000	
534	62 62	ELECTION MILEAGE, PHONE RM		\$2,043	\$7,000	\$6,695	\$5,000	
534	63	INDIGENT BURIAL		\$814	\$1,500	\$2,000	\$2,000	
534	64	ELECTION SERVICES		\$6,937	\$25,000	\$22,024	\$25,000	
534	67 70	1701 OUTBLDGS REPAIR-MNT		\$1,712	\$2,881	\$2,881	\$2,881	
534	70	BROOKNS BLDG REPAIR-MAINT		\$110,498	\$40,909	\$40,909	\$40,909	
534	71	COOPERATIVE EXTENSION SRV		\$421,052	\$422,498	\$421,941	\$439,412	
534	72	SATELLITE JAIL REPAIR-MNT		\$57,898	\$42,404	\$42,404	\$42,404	
534	74	CONTRACT ATTORNEYS		\$191,400	\$191,400	\$191,400	\$191,400	
534	76	PARKING LOT/SIDEWLK MAINT		\$0	\$24,383	\$24,383	\$24,383	
534	85	RENTAL HSG FEE REMITTANCE		\$192,447	\$180,000	\$180,000	\$180,000	
534	98	M.L.KING EVENT EXPENSES		\$7,594	\$12,500	\$12,500	\$12,500	
534	99	REMIT CC FINGERPRNTG FEES		\$459	\$380	\$295	\$380	
		SERVICES	S	6,719,133	\$7,281,064	\$7,145,441	\$7,302,939	
544	30	AUTOMOBILES, VEHICLES		\$214,630	\$145,000	\$189,989	\$145,000	
544	33	OFFICE EQUIPMENT & FURNIS		\$33,187	\$0	\$0	\$0	
544	38	ELECTION/VOTER REG EQUIP		\$0	\$0	\$0	\$59,490	
544	41	PARKING LOT/SIDEWLK CONST		\$41,017	\$0	\$0	\$0	
544	85	POLICE EQUIPMENT		\$10,627	\$0	\$0	\$0	
544	87	POLICE DOGS/WORK ANIMALS		\$26,500	\$0	\$0	\$0	
		CAPITAL		\$325,961	\$145,000	\$189,989	\$204,490	
571	12	TO FRCLSR MEDIATN FND 093		\$34,410	\$0	\$0	\$0	
571	14	TO CAPITAL IMPRV FUND 105		\$742,180	\$775,985	\$775,985	\$1,880,948	
571	25	TO VCTM ADVOC GRNT FND675		\$21,250	\$17,000	\$43,000	\$40,000	
571	77	TO ELECTION GRANT FND 628		\$0	\$0	\$0 \$0	\$25,000	
571	81	TO NURSING HOME FUND 081		\$0	\$0	\$191,672	\$0	
571	83	TO COUNTY HIGHWAY FND 083		\$82,000	\$41,000	\$41,000	\$42,000	
573	55	JMHC GRNT SAL REIM TO 040		\$774	\$0	\$0	\$0	
FY2019 Budget			86		Summary			
Champaign County, Illinois				General Fund 080-000				

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		Fund 080 Summary	2017 Actual	2018 Original	2018 Projected	2019 Budget
		INTERFUND EXPENDITURE	\$880,614	\$833,985	\$1,051,657	\$1,987,948
581	1	GEN OBLIG BOND PRINCIPAL	\$240,000	\$240,000	\$240,000	\$245,000
581	6	DEBT CERTFCATE PRINC PMTS	\$135,000	\$140,000	\$140,000	\$145,000
582	2	INT &FEES-GEN OBLIG BONDS	\$43,186	\$42,198	\$40,673	\$38,770
582	6	INTEREST ON DEBT CERTIFCT	\$56,390	\$50,990	\$50,990	\$45,390
		DEBT	\$474,576	\$473,188	\$471,663	\$474,160
		EXPENDITURE TOTALS	\$35,402,751	\$36,775,795	\$36,452,780	\$38,629,730

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Julia R. Rietz State's Attorney

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Donna M. Davis Assistant State's Attorney email: ddavis@co.champaign.il.us



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Office of State's Attorney Champaign County, Illinois

August 29, 2018

[Via Email: tasplund@co.champaign.il.us]

Ms. Stephanie Fortado Finance Deputy Committee Chair

Re: Closed Session Minutes Review for Finance Committee

Dear Ms. Fortado:

Pursuant to the Open Meetings Act, a public body such as Finance must review its closed session minutes at least semi-annually. The Committee must then determine whether the need for confidentiality exists as to all or part of those minutes, or that the minutes or portions thereof no longer require confidential treatment, if so, the records would be available for public inspection. Therefore, the question is whether there is no longer a need to keep minutes closed in order to protect either the public interest or the privacy of an individual. Whichever conclusion that the Committee draws must be then be reported in open session.

Please note that the Committee may enter into closed session for the purpose of review of closed session minutes pursuant to 5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under the Act. Just as in open session, if the matter requires action by the Committee, the matter must have been noticed on the posted agenda.

The County Board passed Resolution No. 7969, "Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board" on November 17th, 2011. Under the parameters established by the full board in Resolution 7969, none of the minutes which were reviewed in previous semi-annual reviews are currently ripe for further review. Further, the matter considered in closed session in the previous six-month period relates to litigation and should remain confidential at this time. Sincerely,

Dome M. Dai

Donna M. Davis

DMD/cdg cc: Tammy Asplund, Kay Rhodes (Administrative Services)