

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Thursday, October 19, 2017 – 6:30 p.m.

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

Agenda Items

Page #

- I. Call To Order
- II. *Roll Call
- III. Prayer & Pledge of Allegiance
- IV. Read Notice of Meeting
- V. Approval of Agenda/Addenda
- VI. Adoption of Resolution No. 10148 Appointing (TBD) as a County Board Member in District 10 to Fill Chris Alix's Unexpired Term Ending 11/30/2018 (to be distributed)
- VII. Administration of Oath of Office to County Board Member by County Clerk
- VIII. Date/Time of Next Regular Meetings

Standing Committees:

- A. County Facilities Committee Meeting – Tuesday, November 7, 2017 @ 6:30 p.m.
Lyle Shields Meeting Room
- B. Environment & Land Use Committee Meeting – Thursday, November 9, 2017 @ 6:30 p.m.
Lyle Shields Meeting Room
- C. Highway & Transportation Committee Meeting – Friday, November 3, 2017 @ 9:00 a.m.
County Highway Building, 1605 E. Main Street, Urbana

Committee of the Whole:

- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance
Tuesday, November 14, 2017 @ 6:30 p.m.
Lyle Shields Meeting Room

County Board:

- A. Regular Meeting-Tuesday, November 21, 2017 @ 6:30 p.m.
Lyle Shields Meeting Room

IX. Public Participation

X. *Consent Agenda

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XI. Communications

XII. Approval of Minutes

- A. September 21, 2017-Regular Meeting

24-30

XIII. Standing Committees:

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2. Adoption of Resolution No. 10135 Authorizing Purchases Not Following Purchasing Policy	37-38
3. **Adoption of Resolution No. 10136 Authorizing Budget Amendment 17-00039 Fund/Dept. 089 County Public Health/018 C-U Public Health District Increased Appropriations: \$24,363 Increased Revenue: \$24,363 Reason: The Property Tax Levy Split Between the BOH & CUPHD Reversed Trend in FY17 w/CUPHD Experiencing Greater Growth in its Levy Due to an Increase in the % of the EAV Attributed to the Areas within the District. The Increase in Property Tax Revenue Requires an Increase in Appropriations in Order to Distribute the Funds to CUPHD.	39-40
4. Adoption of Resolution No. 10138 to Receive and Place on File the FY2018 Tentative Budget	41-57
5. Adoption of Resolution No. 10139 Authorizing the County Board Chair to Sign the Proposed Champaign County Nursing Home Subdivision Plat and Related Applications	58-67
XV. <u>New Business</u>	
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1. Adoption of Resolution No. 10147 Amending the Schedule of Authorized Positions for the Champaign County Department of Planning & Zoning	68-72
2. Adoption of Resolution No. 10151 Authorizing Release of RFP 2017-012 (Resolution to be distributed)	73-146
3. Adoption of Resolution No. 10150 Authorizing Addendum to Nursing Home Brokerage Agreement with Marcus & Millichap for Property Brokerage and Consulting Services for the Sale or Transfer of the Champaign County Nursing Home	147-148
4. Adoption of Resolution No. 10149 Authorizing the County Board Chair to Sign the Proposed Zoning Map Amendment and Conditional Use Permit Applications for the Champaign County Nursing Home (<i>to be distributed</i>)	
B. <u>Policy, Personnel, & Appointments</u>	
1. Adoption of Resolution No. 10140 Approving Property, Liability, and Worker's Compensation Insurance Policies	149-169
C. <u>Highway & Transportation</u>	
1. Adoption of Resolution No. 10141 Awarding Contract for ADA Sidewalk Ramp Replacements Countywide Section 17-00446-00-SW	170-172
XVI. <u>Other Business</u>	
XVII. <u>Recess</u>	

*Roll Call

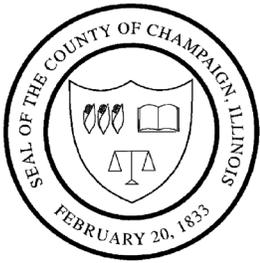
**Roll call and 15 votes

***Roll call and 17 votes

****Roll call and 12 votes

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

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois
Thursday, October 19, 2017 - 6:30 p.m.

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

Consent Agenda Item

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A. Facilities

1. Adoption of Resolution No. 10133 Approving Lease Between the County of Champaign and the Champaign County Geographic Information System Consortium 1-9

B. Finance

1. Adoption of Resolution No. 10142 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 20-09-02-181-017 10
2. **Adoption of Resolution No. 10143 Authorizing Budget Transfer 17-00005 Fund/Dept. 090 Mental Health/053 Mental Health Board Total Transfer: \$50,000 Reason: Expenses Incurred While Understaffed 11
3. **Adoption of Resolution No. 10144 Authorizing Budget Amendment 17-00038 Fund/Dept. 085 County Motor Fuel Tax/060 Highway Increased Appropriations: \$1,164,709 Increased Revenue: None: from Fund Balance Reason: To Cover Cost of Dewey Fisher Construction Project. \$1,775,000 in Appropriations were Approved in Resolution 9028 on November 20, 2014. However, Invoice Date was Unknown to Bill County MFT Funds. Invoice was Received September 2017. 12
4. Adoption of Resolution No. 10145 Authorizing Agreement Between the Board of Trustees of the University of Illinois, on Behalf of its College of Veterinary Medicine's Shelter Program & Champaign County Animal Control 13
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C. Policy, Personnel, & Appointments

1. Adoption of Resolution No. 10146 Appointing Duane Goodwin to the St. Joseph #4 Drainage District, Term 9/1/2017-8/31/2020 23

RESOLUTION NO. 10133

RESOLUTION APPROVING LEASE BETWEEN THE COUNTY OF CHAMPAIGN AND
THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

WHEREAS, the County of Champaign currently leases space at Brookens
Administrative Center, 1776 E. Washington Avenue, Urbana, Illinois to the Champaign County
Geographic Information System Consortium (CCGIS); and

WHEREAS, CCGIS wishes to continue leasing space at the County Brookens
Administrative Center; and

WHEREAS, Champaign County Facilities Committee recommended the approval of the
two-year lease agreement from January 1, 2017 to December 31, 2018 between Champaign
County and CCGIS; and

NOW, THEREFORE BE IT RESOLVED, that the Champaign County Board,
Champaign County, Illinois, authorizes the County Board Chair to execute the two-year lease
agreement from January 1, 2017 to December 31, 2018 between Champaign County and the
CCGIS as documented in "Exhibit A".

PRESENTED, PASSED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

SIGNED:

ATTEST:

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

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

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN
AND GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

This lease is made and entered into this 3rd day of October 2017, by and between the County of Champaign (hereinafter referred to as "Landlord") and Champaign County Geographic Information System Consortium, an intergovernmental agency (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord does hereby lease to Tenant 995 square feet of office space located in Pod 400 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space lease is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A". (Hereinafter referred to as the Premises) Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services.

ARTICLE II

Term

This lease shall commence January 1, 2017 and continue through and including December 31, 2018 unless sooner terminated or extended by written agreement of the parties.

ARTICLE III

Rent

Rent for the said Premises shall be at the following rate:

- a. \$4.10 per square foot or \$4,079.5 annually or \$339.96 per month for the period of January 1, 2017 to December 31, 2017.
- b. \$4.31 per square foot or \$4,288.45 annually or \$357.37 per month for the period January 1, 2018 to December 31, 2018.

ARTICLE IV

Utilities

Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant shall pay its proportional share of utilities. Tenant's proportional share shall be determined by dividing actual utility expenses for the Brookens Administrative Center; by the building's total square footage; and multiplying by 995. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.

ARTICLE V

Use of Lease Premises

1. Tenant shall use and occupy the said premises as a business office for the Champaign County Geographic Information System Consortium, and shall not use and occupy the said premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.

2. Tenant shall commit no act of waste and shall take good care of the said premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments or any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.

3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said premises beyond that made known to Landlord at the time of the execution of this lease.

4. Tenant shall not use any equipment or engage in any activity on the said premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.

5. At the expiration or termination of this lease, if there is no written extension agreement of the said lease, Tenant shall surrender and deliver the said premises to Landlord in as good a condition as when Tenant first received possession of the premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease written notice specifying what parts, if any, of the said premises are not in good order.

ARTICLE VI

Subletting and Assignment

Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said premises or any part thereof, without first obtaining the written consent of Landlord.

ARTICLE VII

Alterations

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said Premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said Premises shall, at the election of the Landlord, remain upon the said Premises and be surrendered by the Tenant with the said Premises at the expiration of this lease without disturbance or injury. Shall Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said Premises upon termination of this lease or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by Landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items.

4. Tenant shall promptly repair any and all damages caused to the said Premises or to the building and grounds of which the said Premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

ARTICLE VIII

Parking

1. At no additional cost to Tenant, Tenant's employees may park in the unreserved spaces in the Brookens parking lot. Parking spaces shall be available on a first come, first served basis.

2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the Premises are located. Parking spaces shall be available on a first come, first served basis.

ARTICLE IX

Signs, Notices, and Advertisements

Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said Premises, or the exterior or interior of the building of which the said Premises is a part, except on the doors of the said Premises, and only in a size, color and style approved by Landlord.

ARTICLE X

Insurance

As the Lead Agency of the Champaign County Geographic Information Consortium, the Landlord shall procure and maintain, sufficient property insurance to cover the replacement value of the Tenant's equipment and all equipment loaned to the Consortium, against all direct loss or damage. Nothing in this lease prevents the Landlord from pursuing its right to reimbursement for the cost of insurance pursuant to the GISC Intergovernmental Agreement.

ARTICLE XI

Services

Tenant shall pay an additional cost of \$1.02 per square foot or \$1,014.90 annually or \$84.58 monthly from January 1, 2017 to December 31, 2017 and \$1.04 per square foot or \$1,034.80 annually or \$86.23 per month from January 1, 2018 to December 31, 2018 for custodial services provided by Landlord that are customary in the building of which the said Premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except legal holidays.

ARTICLE XII

Personal Property

Tenant shall be solely responsible for insuring its personal property and the personal property of its employees. Landlord shall not be liable for any accident, damage to, or theft of property of Tenant or its employees. Landlord shall not be liable for damages to property of Tenant or its employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam or other causes. Tenant expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's or its employees' property.

ARTICLE XIII

Damage to Lease Premises

If through no fault of Tenant the said Premises are damaged by fire or other casualty to such extent that the said Premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease, this lease shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said Premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said Premises untenable in whole or in part, Tenant shall be entitled to a rent abatement until Landlord has repaired the damage. Should the said Premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said Premises or any portion of the building of which the said Premises are a part.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on a contiguous premises which may affect the building of which the said Premises are a part.

ARTICLE XIV

Access

Landlord, its agents and its employees shall have the right to enter the said Premises at all reasonable hours and necessary times to inspect the said Premises and to make necessary repairs and improvements to the said Premises and the building in which the said Premises are located. The said inspection and any repairs or improvements which are necessary to the said Premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

ARTICLE XV

Cumulative Remedies and Waiver

The specified remedies to which Landlord may be entitled under the terms of this lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless made in writing and signed by Landlord.

ARTICLE XVI

Partial Invalidity

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

ARTICLE XVII

Successors

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

ARTICLE XVIII

Notices and Payments

All rent or other payments due by Tenant pursuant to this lease shall be paid to landlord at the office of the Champaign County Administrator, 1776 E. Washington

Resolution 10133
Exhibit A

Street, Urbana, Illinois 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, addressed to Champaign County Administrator, 1776 E. Washington Street, Urbana, Illinois 61802. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to 1776 E. Washington Street, Urbana, Illinois 61802.

ARTICLE XIX

Governing Law

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois

ARTICLE XX

Titles

All titles, captions and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease, or any of its provisions.

ARTICLE XXI

Entire Agreement

The terms of this lease constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

ARTICLE XXII

Amendment

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

Resolution 10133

Exhibit A

COUNTY OF CHAMPAIGN

Landlord

Tenant

BY:

Pius Weibel
County Board Chair

Leanne Brehob-Riley
GIS Director

ATTEST:

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

RESOLUTION NO. 10142

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE OF THE COUNTY'S INTEREST OR CANCELLATION OF THE APPROPRIATE CERTIFICATE OF PURCHASE ON REAL ESTATE, PERMANENT PARCEL NUMBER 20-09-02-181-017

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

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

Rantoul Township

Permanent Parcel Number: 20-09-02-181-017

As described in certificate(s): 291 sold on October 2014; and

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

WHEREAS, Minore Johnson, has bid \$900.00 for the County's interest, such bid having been presented to the Finance Committee of the Whole at the same time it having been determined by the Finance Committee of the Whole and Agent for the County, that the County shall receive from such bid \$502.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse the revolving account for the charges advanced therefrom, and the Recorder of Deeds shall receive \$48.00 for recording; and the remainder of \$350.00 shall be the sums due the Tax Agent for his services. The total paid by the purchaser is \$900.00; and

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, authorizes the County Board Chair to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase on the above described real estate for the sum of \$502.00 to be paid to the Treasurer of Champaign County Illinois, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 10143

TRANSFER OF FUNDS

October 2017

FY 2017

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

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within to the FY2017 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2017 budget.

Budget Transfer #17-00005

Fund 090 Mental Health
Dept. 053 Mental Health Board

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
533.07 Professional Services	\$50,000	511.03 Regular Full-time Employees

REASON: Expenses incurred while understaffed

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 10144

BUDGET AMENDMENT

October 2017

FY 2017

WHEREAS, The County Board has approved the following amendment to the FY2017 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2017 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2017 budget.

Budget Amendment #17-00038

Fund: 085 County Motor Fuel Tax
Dept. 060 Highway

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
544.11 Road Improvements	<u>\$1,164,709</u>
	Total \$1,164,709
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
	Total \$0

REASON: to cover cost of Dewey fisher Construction Project. \$1,775,000 in Appropriations were Approved in Resolution No. 9028 on November 20, 2014 However, Invoice Date was Unknown to Bill County MFT Funds. Invoice was received September 2017.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 10145

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, ON BEHALF OF ITS COLLEGE OF VETERINARY MEDICINE'S SHELTER PROGRAM & CHAMPAIGN COUNTY ANIMAL CONTROL

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

WHEREAS, The County of Champaign (hereinafter "County") and the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its College of Veterinary Medicine (hereinafter "University") desire to cooperate for the best interests of the County and the University; and

WHEREAS, The mission of the Shelter Medicine Program is to reduce animal over population and to improve the health and well-being of animals in shelters; and

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

WHEREAS, it has been determined that performing the services will promote one or more of the University's missions of public service, research, teaching and economic development, while assisting Champaign County Animal Control; and

WHEREAS, the Agreement outlines the responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the Animal Control Director to enter into an Agreement Between the Board of Trustees of the University of Illinois, on behalf of its College of Veterinary Medicine's Shelter Care Program. Control.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

ORDINANCE NO. 993

**ORDINANCE INCREASING STATUTORY RECORDER FEES for
CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, 55 ILCS 5/3-5018.1 provides that on or before January 1, 2019, the County shall adopt and implement a predictable fee schedule that eliminates surcharges or fees based on the individual attributes of a standard document to be recorded; and

WHEREAS, 55 ILCS 5/3-5018.1 requires an analysis of the average fees collected for the recording of the classifications of documents based on the three previous years of recording data; and

WHEREAS, an analysis of the average fees collected (attached hereto and made a part hereof) has been prepared by the Recorder; and

WHEREAS, the Recorder has posted notice of the proposed document class fees for the classifications at least two week prior, but not more than four weeks prior, to the public meeting at which the ordinance may be adopted; and

WHEREAS, based on the analysis, the Finance Committee of the Whole recommends the County Code be amended to increase the Recorder fees effective January 1, 2018;

NOW, THEREFORE, BE IT ORDAINED by the County Board of Champaign County, that the County Code is amended as follows:

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

	Current Fees		New Predicable Fee	
Plats	Plat Fee	68	Plat Fee	80
	Automation Fee	3	Automation Fee	3
	Rental Housing Fee	10	Rental Housing Fee	10
	GIS Fee	15	GIS Fee	15
	Total Base Fee	96	Total Base Fee	108
	Additional Page Fee		Additional Page Fee	.
After 1 pages	1	After 1 pages	0	

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of October, A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

9/18/2014	PLAT	72
9/18/2014	PLAT	78
10/14/2014	CONDOMINIUM	85
11/4/2014	PLAT	92
12/15/2014	PLAT	87
12/15/2014	PLAT	89
12/22/2014	PLAT	88
12/29/2014	CONDOMINIUM	75
1/9/2015	PLAT	83
1/16/2015	PLAT	77
1/16/2015	PLAT	73
2/6/2015	PLAT	78
2/6/2015	PLAT	95
2/11/2015	PLAT	74
2/11/2015	RERECORDED PLAT	91
2/17/2015	PLAT	74
3/12/2015	PLAT	81
3/12/2015	PLAT	105
3/19/2015	PLAT	84
3/25/2015	PLAT	81
4/16/2015	REPLAT	78
4/27/2015	REPLAT	73
5/5/2015	PLAT	83
5/18/2015	PLAT	84
6/25/2015	PLAT	94
7/7/2015	PLAT	92
7/24/2015	REPLAT	73
8/6/2015	PLAT	77
8/7/2015	PLAT	69
8/20/2015	REPLAT	83
8/28/2015	PLAT	73
9/1/2015	REPLAT	81
9/1/2015	PLAT	75
9/29/2015	PLAT	75
10/5/2015	PLAT	89
10/29/2015	PLAT	77
11/20/2015	REPLAT	81
11/25/2015	PLAT	97
11/25/2015	PLAT	75
11/25/2015	PLAT	75
11/30/2015	PLAT	80
12/2/2015	REPLAT	81

12/3/2015	PLAT	93
12/8/2015	CONDOMINIUM	75
12/23/2015	PLAT	85
12/23/2015	SURVEY	81
12/30/2015	PLAT	77
1/15/2016	CONDOMINIUM	97
1/28/2016	REPLAT	77
2/3/2016	PLAT	87
2/17/2016	PLAT	69
2/23/2016	PLAT	75
2/29/2016	REPLAT	77
3/14/2016	PLAT	94
3/14/2016	REPLAT	74
3/22/2016	SURVEY	68
3/24/2016	REPLAT	74
4/20/2016	PLAT	79
4/22/2016	PLAT	76
4/28/2016	PLAT	79
5/11/2016	PLAT	75
5/16/2016	PLAT	81
5/23/2016	PLAT	78
6/23/2016	REPLAT	81
6/30/2016	PLAT	99
7/8/2016	REPLAT	84
7/19/2016	PLAT	75
7/27/2016	REPLAT	75
8/5/2016	PLAT	90
8/12/2016	CONDOMINIUM	72
8/30/2016	PLAT	88
9/9/2016	PLAT	80
9/28/2016	PLAT	81
9/30/2016	PLAT	80
10/5/2016	PLAT	77
10/11/2016	PLAT	74
10/12/2016	PLAT	91
10/25/2016	PLAT	90
11/16/2016	PLAT	74
12/14/2016	PLAT	78
12/14/2016	PLAT	74
12/19/2016	PLAT	82
12/27/2016	PLAT	77
12/28/2016	PLAT	73

2014	Average Fee Paid	\$ 32.85	
	Documents Filed	Recording Fees Received	Average Fee For Doc Type
Total Documents		697041	
AFFIDAVIT (DISCLAIMER)	99	3090	31.21
AGREEMENT	87	3178	36.53
ARTICLES INCORPORATION	6	182	30.33
ASSESSMENT ROLL	2	83	41.50
ASSIGN GROUND LEASE/SUBLEASE	4	125	31.25
ASSIGNMENT	959	28986	30.23
CEMETERY/MAUSOLEUM	24	720	30.00
CERTIFICATE OF RELEASE	10	301	30.10
CERTIFICATE OF SALE	7	210	30.00
CHILD SUPPORT LIEN	1	30	30.00
CORPORATE DEED	191	5734	30.02
CORRECTIVE MORTGAGE	6	233	38.83
COVENANTS	13	502	38.62
DEED	19	592	31.16
DISSOLUTION CORPORATE	3	93	31.00
EASEMENT	298	9219	30.94
EXT (MOD) AGREEMENT	670	20556	30.68
FOREIGN DOCUMENT	7	245	35.00
JUDGES DEED	6	180	30.00
LEASES	33	1035	31.36
MEMO OF JUDGMENT	14	422	30.14
MISC LIENS	11	340	30.91
MORTGAGE	6265	245196	39.14
NO FURTHER REMEDIATION LETTER	9	333	37.00
NOTICE	5	162	32.40
NOTICE FORECLOSURE	101	3030	30.00
ORDERS	12	364	30.33
ORDINANCE	90	3177	35.30
OTHER DEEDS	57	1729	30.33
PARTIAL RELEASE	265	7951	30.00
PARTIAL RELEASE OF JUDGMENT	2	60	30.00
POWER OF ATTORNEY	283	8970	31.70
QUIT CLAIM DEED	849	25521	30.06
REL MISC LIENS	10	300	30.00
REL OF LIS PENDENS	3	90	30.00
RELEASE	6002	180045	30.00

RELEASE CHILD SUPPORT LIEN	4	120	30.00
RELEASE EASEMENT	8	245	30.63
RELEASE ESTATES INTEREST	19	574	30.21
RELEASE FEDERAL TAX	1	30	30.00
RELEASE JUNK & DEBRIS	21	630	30.00
RELEASE MEMO JUDGMENT	78	2340	30.00
RELEASE MOBILE HOME	1	30	30.00
RELEASE OF LIEN	11	332	30.18
RELEASE OF LIS PENDENS	2	60	30.00
RELEASE SANITARY LIEN	18	540	30.00
RELEASE WATER LIEN	4	120	30.00
RELEASE WEED LIEN	94	2820	30.00
RERECORD MTG/CORRECT	137	5298	38.67
RERECORD SUBORD AGREE	1	30	30.00
RERECORDED DEED	44	1250	28.41
RERECORDED EASEMENT	19	608	32.00
SHERIFFS DEED	176	5282	30.01
SUBORDINATE AGREEMENT	168	5023	29.90
SURVEY	38	1198	31.53
TRUSTEES DEED	450	13174	29.28
WARRANTY DEED	3502	104293	29.78
WATER LIEN	2	60	30.00

2015**Average Fee
Paid****\$ 33.01**

	Documents Filed	Recording Fees Received	Average Fee For Doc Type
		710135	
ADMINISTRATORS DEED	28	840	30.00
AFFIDAVIT (DISCLAIMER)	123	3868	31.45
AGREEMENT	75	2529	33.72
ASSESSMENT ROLL	4	286	71.50
ASSIGNMENT	962	29163	30.31
CEMETERY/MAUSOLEUM	17	510	30.00
CERTIFICATE OF SALE	9	270	30.00
CORPORATE DEED	118	3541	30.01
CORRECTED DEED	21	634	30.19
CORRECTED LIEN	2	60	30.00
CORRECTIVE MORTGAGE DEED	7	268	38.29
DEPT OF JUSTICE LIEN	24	728	30.33
	6	180	30.00

EASEMENT	127	4032	31.75
JUDGES DEED	6	180	30.00
JUDGMENT	5	155	31.00
MECHANIC LIEN	48	1464	30.50
MEMO OF JUDGMENT	168	4825	28.72
MORTGAGE	6613	260497	39.39
NOTICE	25	762	30.48
NOTICE FORECLOSURE	84	2520	30.00
ORDERS	12	373	31.08
OTHER ARTICLES	2	79	39.50
PARTIAL RELEASE	297	8894	29.95
POWER OF ATTORNEY	264	8456	32.03
QUIT CLAIM DEED	831	24915	29.98
REL MISC LIENS	17	511	30.06
RELEASE	6766	202773	29.97
RELEASE ESTATE TAX	5	75	15.00
RELEASE MEMO JUDGMENT	80	2357	29.46
RELEASE NOTICE	2	60	30.00
RELEASE OF LIEN	8	240	30.00
RELEASE SANITARY LIEN	14	420	30.00
RELEASE SEWER LIEN	3	90	30.00
RERECORD MTG/CORRECT	144	5846	40.60
RERECORDED DEED	53	1583	29.87
RIGHT OF WAY	32	884	27.63
SHERIFFS DEED	170	5100	30.00
SUBORDINATE AGREEMENT	153	4761	31.12
SURVEY	54	1707	31.61
TAX DEED	28	625	22.32
TRUSTEES DEED	414	12374	29.89
WARRANTY DEED	3689	110610	29.98
WATER LIEN	3	90	30.00

2016Average
Fee Paid **\$ 33.11**

	Documents Filed	Recording Fees Received	Average Fee For Doc Type
		763154	
ADMINISTRATORS DEED	26	780	30.00
AFFIDAVIT (DISCLAIMER)	117	3547	30.32
AGREEMENT	117	4164	35.59
AMEND ASSIGNMENT	1	30	30.00

ASSIGNMENT	812	24456	30.12
CEMETERY/MAUSOLEUM	19	570	30.00
CERTIFICATE OF RELEASE	21	630	30.00
CERTIFICATE OF SALE	5	150	30.00
CORPORATE DEED	148	4442	30.01
CORRECTED DEED	30	924	30.80
CORRECTED RELEASE	2	61	30.50
DEED	18	552	30.67
DEPT OF JUSTICE LIEN	6	180	30.00
EASEMENT	303	9586	31.64
EXECUTORS DEED	104	3122	30.02
EXT (MOD) AGREEMENT	589	18065	30.67
JUDGES DEED	9	279	31.00
JUDGMENT	6	180	30.00
MEMO OF JUDGMENT	145	4212	29.05
MISC LIENS	6	180	30.00
MORTGAGE	6988	278103	39.80
NO FURTHER REMEDIATION	2	79	39.50
NOTICE	16	507	31.69
NOTICE FORECLOSURE	64	1920	30.00
OTHER ARTICLES	3	92	30.67
OTHER DEEDS	67	2055	30.67
PARTIAL RELEASE OF JUDGMENT	5	162	32.40
POWER OF ATTORNEY	288	9260	32.15
PROMISSORY NOTE	2	60	30.00
QUIT CLAIM DEED	800	24090	30.11
REL FORECLOSURE/LIS PE	3	90	30.00
REL MISC LIENS	27	817	30.26
REL OF LIS PENDENS	5	102	20.40
RELEASE	7149	214320	29.98
RELEASE AGREEMENT	6	180	30.00
RELEASE ESTATES INTEREST	11	330	30.00
RELEASE MEMO JUDGMENT	55	1650	30.00
RELEASE OF LIEN	11	330	30.00
RELEASE UNEMPLOYMENT	7	210	30.00
RERECORD MTG/CORRECT	97	3970	40.93
RERECORDED DEED	38	1161	30.55
SHERIFFS DEED	126	3684	29.24
SUBORDINATE AGREEMENT	162	4909	30.30
TRUSTEES DEED	450	13487	29.97
WARRANTY DEED	3928	117886	30.01
WEED LIEN	253	7590	30.00

RESOLUTION NO. 10146

**RESOLUTION APPOINTING DUANE GOODWIN
TO THE ST. JOSEPH #4 DRAINAGE DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board the appointment of Duane Goodwin to the St. Joseph #4 Drainage District; and

WHEREAS, such appointment requires the advice and consent of the County Board pursuant to 70 ILCS 605/4-1; and

WHEREAS, such appointment mandates that Duane Goodwin give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control, pursuant to 70 ILCS 605/4-4; and

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of Duane Goodwin to the St. Joseph #4 Drainage District commencing September 1, 2017 and ending August 31, 2020; and

BE IT FURTHER RESOLVED that Duane Goodwin shall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to: Duane Goodwin 1374 CR 2125 E St. Joseph, IL 61873.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

**RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
September 21, 2017**

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, September 21, 2017, at 6:32 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

ROLL CALL

Roll call showed the following members present: Petrie, Rector, Rosales, Summers, Tinsley, Alix, Anderson, Clemmons, Cowart, Esry, Fortado, Goss, Harper, Hartke, King, Marsh, McGuire, Michaels, Patterson and Weibel – 20; absent: Crews and Mitchell – 2. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Mitchell arrived after roll call.

PRAYER & PLEDGE OF ALLEGIANCE

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

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on August 31, September 7 and 14, 2017.

APPROVAL OF AGENDA/ADDENDA

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

DATE/TIME OF NEXT MEETINGS

Special Finance

A Special Finance Committee of the Whole will be held Tuesday, September 28, 2017 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center. (This Meeting was omitted from the Agenda.)

Standing Committees

The next County Facilities Committee Meeting will be held on Tuesday, October 3, 2017 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Environment and Land Use Committee Meeting will be held on Thursday, October 5, 2017 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Highway and Transportation Committee Meeting will begin on Friday, October 13, 2017 at 9:00 A.M. in the Fleet Maintenance Facility.

Committee of the Whole

The next Committee of the Whole for Finance; Justice & Social Services; Policy, Personnel, & Appointments will be held Tuesday, October 10, 2017 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

County Board

The next Regular meeting of the Champaign County Board will be held on Thursday, October 19, 2017 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

PUBLIC PARTICIPATION

Board Chair Weibel announced public participation is limited to 5 minutes per person for a total of 1 hour. Belden Fields spoke regarding the County Executive salary. Michael Wilmore spoke regarding the County's insurance benefits. Patricia Marlow spoke regarding the County Executive position. Amy Foster spoke regarding the County's insurance benefits. John Milano spoke regarding spoke regarding mental health and the jail. Jeannie Covert spoke regarding the County Executive salary. Niloofar Shambayati spoke regarding community programs and the jail. Dottie Vura-Weis spoke regarding the County Executive position and the jail. Emily Rodriguez spoke regarding the County Executive salary.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Facilities

Adoption of Resolution No. 10098 Approving Contract with Cross Construction for Satellite Jail ADA Compliance Project.

Environment & Land Use

Adoption of Ordinance No. 992 Amending Zoning Ordinance for a Zoning Map Amendment on Certain Property.

Adoption of Resolution No. 10099 Authorizing Demolition of Dangerous Building and Cleanup of Garbage and Debris in the Unincorporated Area of Champaign County at 2218 East University Avenue, Urbana.

Highway & Transportation

Adoption of Resolution No. 10100 Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501.

Adoption of Resolution No. 10101 Authorizing the Champaign County Engineer to Sign Joint Agreements with the Illinois Department of Transportation.

Finance

Adoption of Resolution No. 10106 Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel 29-050-0137.

Adoption of Resolution No. 10107 Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel 15-025-0501.

Adoption of Resolution No. 10108 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 20-09-01-180-002.

Adoption of Resolution No. 10109 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 21-34-33-429-017.

Adoption of Resolution No. 10110 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 42-20-12-127-015.

Adoption of Resolution No. 10111 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 01-35-30-231-008.

Adoption of Resolution No. 10112 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 02-01-31-177-001.

Adoption of Resolution No. 10113 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 02-01-31-178-002.

Adoption of Resolution No. 10114 Authorizing the Execution of a Deed or Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 02-01-36-480-009.

Adoption of Resolution No. 10115 Authorizing the Execution of a Deed or Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 06-12-04-352-002.

Adoption of Resolution No. 10116 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 20-09-02-103-012.

Adoption or Resolution No. 10117 Authorizing the Execution of a Deed or Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 23-09-02-227-029.

Adoption or Resolution No. 10118 Authorizing the Execution of a Deed or Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 21-34-34-302-008.

Adoption of Resolution No. 10119 Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 26-30-08-283-012.

Adoption of Resolution No. 10120 Authorizing the Execution of a Deed or Conveyance of the County's Interest or Cancellation of the Appropriate Certificate or Purchase on Real Estate, Permanent Parcel 26-30-09-165-002.

Adoption or Resolution No. 10121 Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 11-014-0039.

Adoption or Resolution No. 10122 Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate or Purchase, Permanent Parcel 14-020-0165.

Adoption or Resolution No. 10123 Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-023-0035.

Adoption of Resolution No. 10124 Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate or Purchase, Permanent Parcel 30-058-0082.

Adoption or Resolution No. 10125 Authorizing the Execution of a deed of Conveyance of the County's interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 19-27-33-451-005.

Adoption of Resolution No. 10126 Authorizing Budget Transfer 17-00004
Fund/Dept. 476 Self-Funded Insurance/119 Workers Compensation
Insurance

Total Amount: \$1,282

Reason: Actuarial Study Fee.

Adoption of Resolution No. 10127 Authorizing Budget Amendment 17-00036
Fund/Dept. 80 General Corporate/028 Information Technology
Increased Appropriations: \$4,786

Increased Revenue: \$4,786

Reason: Shared Cost of CISCO Router necessary to Implement Interest Sharing Agreement with City of Urbana and Urbana Free Library.

Adoption of Resolution No. 10128 Authorizing Budget Amendment 17-00037
Fund/Dept. 110 Workforce Development/830 WIOA One-Stop Oper-Evn Yr
Increased Appropriations: \$105,000 Increased Revenue: \$105,000

Reason: Allows for segregation of costs and associated reimbursements to the current four-partner Consortium (RPC, Parkland, IDES, and IDHS) for the WIOA employment and training service delivery system.

Adoption of Resolution No. 10129 Authorizing an Intergovernmental Agreement with the City of Champaign, the City of Urbana and Champaign County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

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

Consent Agenda approved by roll call vote.

Yeas: Petrie, Rector, Rosales, Summers, Tinsley, Alix, Anderson, Clemmons, Cowart, Esry, Fortado, Goss, Harper, Hartke, King, Marsh, McGuire, Michaels, Mitchell, Patterson and Weibel – 21;

Nays: None.

COMMUNICATIONS

Board Member Michaels informed the Board Bill Ramm of Rantoul had recently passed away. Board Member McGuire informed the Board the amnesty week for the Circuit Clerk will be October 2nd – 6th. Board Member Marsh informed the Board the Mahomet United Methodist Church would be showing "Racial Taboo" on October 1st from 2-5, he also informed the Board he did not agree with Board Members harassing each other.

APPROVAL OF MINUTES

Board Member Rosales offered a motion to approve the minutes of the Regular County Board Meeting for August 24, 2017; seconded by Board Member Anderson. Approved by voice vote.

STANDING COMMITTEES

County Facilities

There were no items for Board action at this time.

Environment & Land Use

There were no items for Board action at this time.

Highway & Transportation

There were no items for Board action at this time.

AREAS OF RESPONSIBILITY

Policy, Personnel & Appointments

Board Member Rosales, Deputy Chair, recommended Approval of Proposed Changes to County Board Rules, which was Resolution No. 10132; seconded by Board Member Alix. Discussion followed. Adopted by voice vote.

Board Member Rosales recommended adoption of Resolution No. 10102 Affirming Support for the Position of County Administrator; seconded by Board Member Alix. Discussion followed. A roll call was requested.

Adopted by roll call vote.

Yeas: Petrie, Rosales, Summers, Tinsley, Alix, Cowart, Fortado, Hartke, King, Mitchell, Patterson and Weibel – 12;

Nays: Rector, Anderson, Clemmons, Esry, Goss, Harper, Marsh, McGuire and Michaels – 9.

Finance

Board Member Alix recommended adoption of Resolution No. 10103 for Employee Insurance Benefits for FY2018; seconded by Board Member Hartke. Board Members Harper, McGuire and Clemmons abstained due to personal relationship with one of the involved parties. Discussion followed. Board Member Alix offered an amendment to strike out paragraph four, the word "and" from paragraph five and strike out paragraph six; seconded by Board Member Hartke. Discussion followed. Amendment approved by voice vote. Discussion followed. Board Member Patterson recommended deferring the adoption until a Special Meeting next week; seconded by Board Member Hartke. Discussion followed. A roll call was requested.

Motion to defer failed by roll call vote.

Yeas: Rosales, Alix, Cowart, Fortado, Hartke, Patterson and Weibel – 7;

Nays: Petrie, Rector, Summers, Tinsley, Anderson, Esry, Goss, King, Marsh, Michaels and Mitchell – 11.

Abstentions: Clemmons, Harper and McGuire – 3.

A roll call was requested.

Resolution adopted by roll call vote.

Yeas: Petrie, Rector, Rosales, Summers, Tinsley, Alix, Anderson, Cowart, Esry, Goss, King, Marsh, Michaels and Mitchell – 14;

Nays: Fortado, Hartke, Patterson and Weibel – 4;

Abstentions: Clemmons, Harper and McGuire – 3.

Board Member Alix recommended adoption of Resolution No. 10052 Establishing Salary of County Executive; seconded by Board Member Esry. Discussion followed. Board Member Hartke offered an amendment to change the

salary to \$70,000 continuous over the four years with a 0% raises; seconded by Board Member Patterson. A roll call was requested.

Motion to amend failed by roll call vote.

Yeas: Summers, Tinsley, Alix, Fortado, Hartke, King, Patterson and Weibel – 8;

Nays: Petrie, Rector, Rosales, Anderson, Clemmons, Cowart, Esry, Goss, Harper, McGuire, Michaels and Mitchell – 12;

Absent: Marsh – 1.

A roll call was requested. Discussion followed.

Resolution adopted by roll call vote.

Yeas: Petrie, Rector, Rosales, Anderson, Clemmons, Cowart, Esry, Goss, Harper, Marsh, McGuire and Michaels – 12;

Nays: Summers, Tinsley, Alix, Fortado, Hartke, King, Mitchell, Patterson and Weibel – 9.

Deputy County Administrator of Finance Tami Ogden gave a Levy and Rate Projection for FY2018 and answered Board Member's questions.

Board Member Alix recommended approval of Agreement between Champaign County and the AFSCME Head Start Bargaining Unit for the term of March 1, 2017 through February 29, 2020, which was Resolution No. 10130; seconded by Board Member Hartke. Discussion followed. Adopted by voice vote.

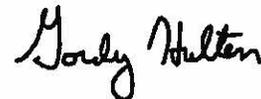
Board Member Alix recommended approval of Agreement by and between the Champaign County Board, Champaign County Sheriff and the Illinois F.O.P. Labor Council (Champaign County Law Enforcement Deputies and Sergeants) for the term of January 1, 2017 through December 31, 2019, which was Resolution No. 10131; seconded by Board Member Esry. Discussion followed. Adopted by voice vote.

OTHER BUSINESS

Board Member Hartke recommended the minutes of the Semi-Annual Review of Closed Session Minutes remain closed; seconded by Board Member Rector. Approved by voice vote.

ADJOURN

Board Chair Weibel adjourned at 8:33 P.M.



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



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
Summary of Action Taken at the October 3, 2017 Meeting**

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

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	6 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – September 5, 2017	Approved as distributed
V. Public Participation	None
VI. Communications	None
VII. Items to be Recommended to the County Board	
A. Request Approval of GIS Brookens Lease	<i>*RECOMMEND COUNTY BOARD approve CCGISC Brookens lease</i>
VIII. Facilities Director's Report	
A. Update on Brookens 2-RTU's Replacement Project	Information Only
B. Update on Coroner's Office Generator Project	Information Only
C. FY2017 Capital Asset Fund Budget Update	Information Only
IX. Other Business	None
X. Chair's Report	
A. Future Meeting – Tuesday, November 7, 2017 at 6:30 p.m.	Information Only
XI. Designation of Items to be placed on the Consent Agenda	VII A
XII. Adjournment	6:47 p.m.

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

COMMITTEE OF THE WHOLE
Finance/ Policy, Personnel, & Appointments/Justice & Social Services
County of Champaign, Urbana, Illinois
Summary of Action Taken Tuesday, October 10, 2017

<u>Agenda Items</u>	<u>Action</u>
I. <u>Call To Order</u>	6:30 p.m.
II. <u>Roll Call</u>	17 members present
III. <u>Approval of Agenda/Addenda</u>	Approved
IV. <u>Approval of Minutes</u> A. September 12, 2017	Deferred until November 14, 2017 meeting
V. <u>Public Participation</u>	Katie Blakeman, Dottie Vura-Weis, and Niloofar Shambayati
VI. <u>Communications</u>	
VII. <u>Justice & Social Services</u>	
A. Monthly Reports – All reports are available on each department’s webpage through the department reports page at: http://www.co.champaign.il.us/CountyBoard/Reports.php 1. Animal Control – August 2017 2. Emergency Management Agency – September 2017 3. Head Start – September 2017 4. Probation & Court Services – August 2017 5. Public Defender – July & August 2017 6. Veterans’ Assistance Commission – August 2017	All reports received and placed on file
B. Other Business	
C. Chair’s Report 1. NACo Creative Counties Place-Making Challenge	Information Only
VIII. <u>Policy, Personnel, & Appointments</u>	
A. Appointments/Reappointments <i>*Italicized Name Indicates Incumbent</i> 1. St. Joseph Drainage District #4, Term 9/1/17-8/31/20 • <i>Duane (Duke) W. Goodwin</i>	*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Duane Goodwin to the St. Joseph #4 Drainage District, Term 9/1/17-8/31/2020
B. County Clerk 1. September 2017 Report	Received and placed on file
C. County Administrator 1. Administrative Services Monthly Report – September 2017 2. Biennial EEO Report 3. Request Approval of Assistant County Administrator Position as Recommended by the Job Content Evaluation Committee 4. Request Approval of HR Generalist Position as Recommended by the Job Content Evaluation Committee	Reports received and placed on file Approved and forwarded to Finance Approved and forwarded to Finance

*Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken October 10, 2017
Page 2*

Agenda Items

Action

- | | |
|--|------------------|
| D. Other Business | None |
| E. Chair's Report | |
| 1. Resolution No. 5092 – Annual Trick-or-Treat Hours, Rules, and Guidelines | Information Only |
| 2. County Board Appointments Expiring November 30, 2017: | Information Only |
| a) Zoning Board of Appeals – 1 Vacancy, Term 12/1/17-11/30/22*
*Each member must be a resident of a separate township
Townships already represented are Urbana, St. Joseph, Sidney, Tolono, Scott, & South Homer | |
| b) Public Aid Appeals Committee – 3 Vacancies-1 R and 2 D, Term 12/1/2017-11/30/2019*
*Each member must be a township supervisor of general assistance | |
| F. Designation of Items to be Placed on the Consent Agenda | A1 |

IX. Finance

- | | |
|---|--|
| A. Treasurer | |
| 1. Monthly Report – September 2017 | Received and placed on file |
| 2. Cash Flow Projection Report Presentation | Information Only |
| 3. Resolution Authorizing the County Board Chair to Execute a Deed of Conveyance of the County's Interest or Authorize the Cancellation of the Appropriate Certificate of Purchase for Real Estate, Permanent Parcel 20-09-02-181-017 | <i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the County Board Chair to Execute a Deed of Conveyance of the County's Interest or Authorize the Cancellation of the Appropriate Certificate of Purchase for Real Estate, Permanent Parcel 20-09-02-181-017</i> |
| B. Auditor | |
| 1. Monthly Report – September 2017 | Reports received and placed on file |
| 2. Champaign County Nursing Home Accounts Payable Update | |
| C. Budget Amendments/Transfers | |
| 1. Budget Transfer 17-00005
Fund/Dept. 090 Mental Health/053 Mental Health Board
Total Amount: \$50,000
Reason: Expenses Incurred While Understaffed | <i>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing Budget Transfer 17-00005, and Budget Amendment 17-00038</i> |
| 2. Budget Amendment 17-00038
Fund/Dept. 085 County Motor Fuel Tax/060 Highway
Increased Appropriations: \$1,164,709
Increased Revenue: None: from Fund Balance | |

*Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken October 10, 2017
Page 3*

Agenda Items

Action

Reason: To Cover Cost of Dewey Fisher Construction Project. \$1,775,000 in Appropriations were Approved in Resolution 9028 on November 20, 2014. However, Invoice Date was Unknown to Bill County MFT Funds. Invoice was Received September 2017.

- | | |
|---|---|
| <p>3. Budget Amendment 17-00039
Fund/Dept. 089 County Public Health/018 C-U Public Health District
Increased Appropriations: \$24,363
Increased Revenue: \$24,363
Reason: The Property Tax Levy Split Between the BOH & CUPHD Reversed Trend in FY17 w/CUPHD Experiencing Greater Growth in its Levy Due to an Increase in the % of the EAV Attributed to the Areas within the District. The Increase in Property Tax Revenue Requires an Increase in Appropriations in Order to Distribute the Funds to CUPHD.</p> | <p>RECOMMEND COUNTY BOARD APPROVAL OF a Resolution Authorizing Budget Amendment 17-00039</p> |
| <p>D. Animal Control</p> <p>1. Request Approval of an Agreement Between the Board of Trustees of the University of Illinois and Champaign County Animal Control</p> | <p>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing an Agreement Between the Board of Trustees of the University of Illinois and Champaign County Animal Control</p> |
| <p>E. Recorder</p> <p>1. Request Approval of an Increase to Recording & Plat Fees, Effective January 1, 2018</p> | <p>*RECOMMEND COUNTY BOARD APPROVAL of an Ordinance Increasing Recording & Plat Fees, Effective January 1, 2018</p> |
| <p>F. County Administrator</p> <p>1. FY2017 General Corporate Fund Budget Projection Report</p> <p>2. FY2017 General Corporate Fund Budget Change Report</p> <p>3. Request Approval of Assistant County Administrator Position as Recommended by the Job Content Evaluation Committee</p> <p>4. Request Approval of HR Generalist Position as Recommended by the Job Content Evaluation Committee</p> <p>5. Recommendation to County Board to Receive & Place on File the FY2018 Tentative Budget</p> | <p>Reports Received and placed on file</p> <p>Failed</p> <p>RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Changes to the Schedule of Authorized Positions for Administrative Services</p> <p>RECOMMEND COUNTY BOARD APPROVAL of a Resolution to Receive and place on File the FY2018 Tentative Budget</p> |
| <p>G. Nursing Home</p> <p>1. Approval of Proposed Champaign County Nursing Home Subdivision Plat and Owner's Certificate and Authorization of City of Urbana Application for Minor Plat and City of</p> | <p>RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the County Board Chair to Sign All Documents Related to the Champaign</p> |

*Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken October 10, 2017
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<u>Agenda Items</u>	<u>Action</u>
Urbana Application for a Waiver of Subdivision Regulations	County Nursing Home Subdivision Plat and Owner's Certificate
2. Approval to Release Request for Proposals for the Purchase of the Champaign County Nursing Home	Approved
H. Other Business	Direction to County Administrator to provide information at CB meeting re: Conversion of PT Planning & Zoning Planner Position to FT
I. Chair's Report	None
J. Designation of Items to be Placed on the Consent Agenda	A3; C1-2; D1; and E1
X. <u>Other Business</u>	None
XI. <u>Adjournment</u>	8:15 p.m.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

RESOLUTION NO. 10134

PAYMENT OF CLAIMS AUTHORIZATION

OCTOBER 2017

FY 2017

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$7,167,291.00 including warrants 565014 through 566546; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$7,167,291.00 including warrants 565014 through 566546 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October, A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulthen, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 10135

PURCHASES NOT FOLLOWING PURCHASING POLICY

OCTOBER 2017

FY2017

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

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on October 19, 2017 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

FOR COUNTY BOARD APPROVAL
10/19/17

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
CREDIT CARD PURCHASES PAID WITHOUT RECEIPT						
** Physical Plant	080-071-522.15	VR#071-708	10/2/2017	Gasoline 9/7	Visa	\$ 59.00
** Regional Planning Comm	075-733-533.84	VR#029-1446	9/18/2017	Employee meals 8/16	Visa	\$ 32.88
FY2015 PAYMENTS MADE IN FY2017						
** Nursing Home	081-430-534.65	VR#044-254	3/9/2017	Contract Nursing 12/20/15	Medical Staffing Network Inc.	\$ 9,504.15
** Nursing Home	081-430-var-var	VR#044-258	3/9/2017	Resident Pharmaceuticals	Uvanta of Central Illinois	\$ 6,593.37
FY2016 PAYMENTS MADE IN FY2017						
** Nursing Home	081-410-533.03	VR#044-657	03/09/17	Legal Services 12/31/16	Heyl, Royster, Voelker & Allen	\$ 2,597.81
** Nursing Home	081-410-533.07	VR#044-568	03/09/17	Background checks 12/31/16	Illinois State Police	\$ 160.00
** Nursing Home	081-410-533.07	VR#044-503	03/09/17	Background checks 11/30/16	Illinois State Police	\$ 210.00
** Nursing Home	081-410-533.07	VR#044-407	03/09/17	Background checks 10/31/16	Illinois State Police	\$ 230.00
** Nursing Home	081-410-533.07	VR#044-464	03/09/17	Background checks 8/31/16	Illinois State Police	\$ 290.00
** Nursing Home	081-410-533.07	VR#044-366	03/09/17	Background checks 7/31/16	Illinois State Police	\$ 230.00
** Nursing Home	081-410-533.07	VR#044-326	03/09/17	Background checks 5/31/16	Illinois State Police	\$ 330.00
** Nursing Home	081-430-522.93	VR#044-240	03/09/17	Operational supplies 2/12/16	Professional Medical Inc	\$ 418.59
** Nursing Home	081-430-522.var	VR#044-243	03/09/17	Operational supplies 2/18/16	Professional Medical Inc	\$ 4,660.94
** Nursing Home	081-var-var-var	VR#044-244	03/09/17	Operational supplies 2/23/16	Professional Medical Inc	\$ 396.00
** Nursing Home	081-var-var-var	VR#044-266	03/09/17	Operational supplies 2/26/16	Professional Medical Inc	\$ 6,123.48
** Nursing Home	081-430-522.var	VR#044-267	03/09/17	Operational supplies 3/1/16	Professional Medical Inc	\$ 1,112.99
** Nursing Home	081-450-522.35	VR#044-268	03/09/17	Nutritional suppliments 3/2/16	Professional Medical Inc	\$ 1,175.65
** Nursing Home	081-430-522.var	VR#044-269	03/09/17	Operational supplies 3/3/16	Professional Medical Inc	\$ 4,830.57
** Nursing Home	081-450-522.35	VR#044-270	03/09/17	Nutritional suppliments 3/8/16	Professional Medical Inc	\$ 81.24
** Nursing Home	081-430-522.var	VR#044-271	03/09/17	Operational supplies 3/10/16	Professional Medical Inc	\$ 4,644.46
** Nursing Home	081-450-522.35	VR#044-276	03/09/17	Nutritional suppliments 3/15/16	Professional Medical Inc	\$ (191.98)
** Nursing Home	081-var-var-var	VR#044-277	03/09/17	Operational supplies 3/24/16	Professional Medical Inc	\$ 3,883.15
** Nursing Home	081-var-var-var	VR#044-286	03/09/17	Operational supplies 3/14/16	Professional Medical Inc	\$ 1,181.13
** Nursing Home	081-430-522.var	VR#044-287	03/09/17	Operational supplies 3/17/16	Professional Medical Inc	\$ 4,850.90
** Nursing Home	081-var-533.07	VR#044-664	03/09/17	Therapy services 12/15/16	Healthpro Therapy Services, LLC	\$ 31,998.29

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

** Paid-For information only

RESOLUTION NO. 10136

BUDGET AMENDMENT

October 2017

FY 2017

WHEREAS, The County Board has approved the following amendment to the FY2017 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2017 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2017 budget.

Budget Amendment #17-00039

Fund: 089 County Public Health
Dept. 018 C-U Public Health District

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

534.73 C-U Public Health District

\$24,363

Total \$24,363

Increased Revenue:

311.31 Curr Prop Tx-Public Health/C-U

\$24,363

Total \$24,363

REASON: The Property Tax Levy Split Between the BOH & CUPHD Reversed Trend in FY17 w/CUPHD Experiencing Greater Growth in its Levy Due to an Increase in the % of the EAV Attributed to the Areas within the District. The Increase in Property Tax Revenue Requires an Increase in Appropriations in Order to Distribute the Funds to CUPHD.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

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

INCREASED APPROPRIATIONS:

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

INCREASED REVENUE BUDGET:

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

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

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

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

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RESOLUTION NO. 10138

**RESOLUTION TO RECEIVE AND PLACE ON FILE
THE FY2018 CHAMPAIGN COUNTY BUDGET**

WHEREAS, The Champaign County Board annually adopts a budget for the succeeding fiscal year; and

WHEREAS, Pursuant to 55 ILCS 5/6-1001, the County Board has designated the County Administrator as the person to prepare the annual budget; and

WHEREAS, Pursuant to 55 ILCS 5/6-1001, the budget shall be made conveniently available to public inspection for at least fifteen days prior to final action thereon; and

WHEREAS, The County Administrator has presented the FY2018 Champaign County Budget to the County Board, to be received and placed on file at its October 19, 2017 meeting, prior to a final vote on said budget on November 21, 2017;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED By the County Board of Champaign County, Illinois that the FY2018 Champaign County Budget is received and placed on file on this date, prior to final vote on said budget on November 21, 2017, and can be accessed by the public at: <http://www.co.champaign.il.us/CountyBoard/Budget.php>

PRESENTED, ADOPTED, APPROVED, AND RECORDED, This 19th day of October 2017.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

CHAMPAIGN COUNTY FY2018 SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCES

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

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

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

CHAMPAIGN COUNTY FY2018 CONSOLIDATED BUDGET REPORT

FINANCIAL

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

FY2018 Budget
Champaign County, Illinois

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 10139

**A RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO SIGN
THE PROPOSED CHAMPAIGN COUNTY NURSING HOME SUBDIVISION
PLAT AND RELATED APPLICATIONS**

WHEREAS, in an April 2017 referendum, Champaign County voters authorized the County Board to consider selling the Champaign County Nursing Home; and

WHEREAS, subsequent to that April 2017 referendum, the County Board approved Resolution No. 10008 that selected a broker to market the Nursing Home and authorized the necessary steps to implement sale of the Nursing Home; and

WHEREAS, one of the necessary steps in making the Nursing Home saleable is to subdivide (separate) the nursing home (and some amount of land) from the rest of the Brookens Campus; and

WHEREAS, subdividing property requires a plat of subdivision (ie, a map) to be prepared by a licensed surveyor/ engineer and the plat must be approved by the relevant subdivision authority; and

WHEREAS, the Champaign County Brookens campus is located within the City of Urbana and the City of Urbana is the relevant subdivision authority for subdivision of the Champaign County Nursing Home from the Champaign County Brookens campus; and

NOW, THEREFORE BE IT RESOLVED by the Champaign County Board that:

1. The County Board Chair is hereby authorized to sign the proposed Champaign County Nursing Home Subdivision Plat, Owner's Certificate, and Declaration of Covenants and Restrictions, substantially in the manner as attached hereto, and the related City of Urbana Application for Minor Plat and the related City of Urbana Application for a Waiver of Subdivision Regulations, including any minor changes to the Plat, Owner's Certificate, and/or Declaration of Covenants and Restrictions that may be necessary to secure approval by the City of Urbana; and
2. The Champaign County Administrator and the Champaign County Facilities Director are hereby authorized to take the necessary actions to secure approval of the Champaign County Nursing Home Subdivision Plat by the City of Urbana in a timely manner.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of October, 2017.

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

ATTEST: _____
Gordy Hulton, County Clerk
and *ex-officio* Clerk of the Champaign County Board

Petition for Annexation
TO THE CITY COUNCIL OF THE CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS



The Undersigned Petitioner(s) respectfully state under oath:

1. That the following described Tract is not within the corporate limits of any municipality and is, or will be, at the time of annexation, contiguous to the City of Champaign, Illinois.

Legal Description:

LOT 33 IN THE REGENCY WEST SUBDIVISION SOUTHWEST QUARTER, SECTION 35, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 1970R03806 ON MAY 27, 1970.

ENCOMPASSING 0.177 ACRES, MORE OR LESS.

PENS. 12-14-35-353-017

STREET ADDRESSES 2603 CAMPBELL DRIVE, CHAMPAIGN, ILLINOIS 61821

The common address of the Tract is:
(If the address to the left is incorrect, please make corrections.)

2603 Campbell Drive
Champaign, IL 61821

2. That 51% of the voters (shown below) who are registered to vote at this Tract have signed this petition.
3. That all of the owners of the Tract have signed this petition.

The Undersigned Petitioners respectfully request that the Tract described above herein be annexed to the City of Champaign, Illinois pursuant to Section 5-7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5-7-1-8).

Patsy Petris
Champaign County Board Chair

REGISTERED VOTERS

All of the people below are registered to vote at this address. Please sign, OR strike out and initial next to the names of registered voters who no longer live at this address. Spaces are provided for newly registered voters to sign and print their names.

There are no registered voters at this site.

Subscribed and sworn to before me this _____ Day of _____, 20____

Notary Public _____

For City Use Only
Record #: XXX

DECLARATION OF COVENANTS AND RESTRICTIONS

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

This Declaration of Easements, Covenants, Conditions, and Restrictions is made and entered into this _____ day of _____, 2017, by the County of Champaign, a body corporate and politic (hereinafter referred to as the "County").

WHEREAS, the County is the fee owner of certain real property (hereinafter referred to as "Lot 1") described in Exhibit "A"; and

WHEREAS, the County may convey Lot 1 to certain other persons or entities; and

WHEREAS, the County will continue to own and have interests in lands adjacent to Lot 1; and

WHEREAS, the County desires to subject Lot 1 to the terms, conditions and provisions of this Declaration as hereinafter set forth,

NOW, THEREFORE, the County does hereby declare and agree as follows:

1. **Ingress/Egress Easement for Lot 1 over Art Bartell Road.** The County hereby creates a non-exclusive easement and right of use appurtenant to and for the benefit of Lot 1, for the persons or entities to whom Lot 1 is conveyed, their successors and assigns, tenants, licensees, guests and invitees (collectively referred to hereinafter as the "Purchasers"), in, on, and over the area designated and described on the attached plat as "proposed easement for ingress/egress, drainage, and public utilities," as designated and described on the attached plat, solely and exclusively for the purposes of ingress to and egress from Lot 1, and subject to all of the following terms and conditions:
 - a. The easement is established in perpetuity, except that it may be extinguished as provided by law, and except that it shall terminate upon occurrence of either or both of the following conditions or events: establishment of alternative access for the Purchasers by public right-of-way, easement, or otherwise, to both the main entrance and the northern parking lot of Lot 1; and/or dedication as a public right-of-way of Art Bartell Road.
 - b. Within the premises of this easement, the County will maintain the road surface and any additional road improvements, such as sidewalks, curbs, shoulders, and drainage ditches, in accordance with County standards, for the duration of the existence of this easement.

- c. The County reserves the right to any reasonable above-surface or subsurface use of the easement premises.
 - d. The County reserves the right to relocate this easement, provided that the County first obtains all necessary approvals from the City of Urbana, at the County's expense.
 - e. This easement shall allow traffic only up to the amount and of the type reasonably expected to be necessary for the use of Lot 1 for the operation of a nursing home facility.
 - f. This easement shall not be a buildable lot.
2. **Utility Easement for Lot 1.** A perpetual, non-exclusive easement is hereby reserved for and granted to the City of Urbana, and to all public utility companies and other companies of any kind operating under franchise granting them easement rights from the City of Urbana, in, on, across, over, under, and through the area designated and described on the attached plat as "proposed easement for ingress/egress, drainage, and public utilities," for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining electrical, gas, telephone, or other utility lines or appurtenances, sanitary sewers, storm sewers, water mains, and any and all manholes, hydrants, pipes, connections, and, without limitation, such other installations as may be required to furnish public utility service or other franchise services to Lot 1, and such appurtenances and additions thereto as the City and Utilities may deem necessary, together with the right of access to the premises of this easement for the necessary persons and equipment to do any or all of the above work. This easement is not a buildable lot. Installation and all other work performed by the City or Utilities in the premises of this easement shall be subject to the County's reasonable prior approval as to the type of equipment used and the method and timing of the work, and subject to execution of appropriate agreements. The City or Utilities shall be responsible for repair of any damage they may cause to the surface of the easement premises.
3. **Access Drive Easement for Lot 1.** The County hereby creates a perpetual, non-exclusive easement and right of use appurtenant to and for the benefit of Lot 1, for the Purchasers of Lot 1, in, on, and over the Access Drive connecting the northernmost portion of Lot 1 with Art Bartell Road, as designated and described on the attached plat, solely and exclusively for the purposes of ingress and egress to and from Lot 1, and subject to all of the following terms and conditions:
- a. Within the premises of this easement, the County will maintain the Access Road surface in accordance with County standards for the duration of the existence of this easement.
 - b. The County reserves the right to any reasonable above-surface or subsurface use of the easement premises.
4. **Obligations of the Purchasers of Lot 1 for the Benefit of the County and Its Successors and Assigns.**

- a. **Reservation of Drainage Infrastructure Easement In Lot 1.** The County hereby reserves, for the benefit of the County, and its successors and assigns, for the use and ownership of its lands adjacent to Lot 1, a perpetual, non-exclusive easement and right of use by the County in, on, across, over, under, and through that area designated on the attached plat as “proposed easement for drainage and public utilities,” in the southwest corner of Lot 1, for drainage and public utilities, and for maintenance of existing subsurface drainage and utilities infrastructure, and for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining subsurface drainage and utilities infrastructure, and for access to the premises of this easement for the necessary persons and equipment to do the above work. The County shall provide reasonable notice to the Purchasers of Lot 1 prior to entry onto the easement premises. The County shall be responsible for repair of any damage to the surface of Lot 1 caused by its use of the easement premises. The County shall have the right to increase, above the present yearly average, the volume of subsurface drainage conducted through this easement, as may be necessary to serve the storm water drainage needs of all County land adjacent to Lot 1.
 - b. **No Alteration of Lot 1 to Increase Runoff Without County Approval.** The Purchasers of Lot 1 are prohibited from physically altering the condition of Lot 1, including making improvements in drainage infrastructure, in any manner that may increase runoff into Weaver Park, without first notifying the County and providing specifications, drawings, and other information that the County may reasonably request, regarding the planned alterations, and obtaining the County’s approval, in addition to obtaining any necessary approvals from the City of Urbana. Should the Purchasers of Lot 1 fail to provide notice and obtain approval as required in this subparagraph, the County may seek injunctive relief and/or damages, and costs, including attorneys’ fees.
5. **No New Easements.** Except as expressly stated herein, all easements identified on the attached plat are for informational purposes only, and no new easements are intended to be granted hereby.

IN WITNESS WHEREOF, the County of Champaign has executed this Declaration this _____ day of _____, 2017.

THE COUNTY OF CHAMPAIGN

By: _____
 C. Pius Weibel, Chair
 Champaign County Board

STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

_____ MINOR SUBDIVISION
CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The undersigned, the County of Champaign, a body corporate and politic, does hereby certify that it is the Owner of legal and equitable title to the following described real estate situated in Champaign County, Illinois (hereinafter referred to as "Lot 1"), to wit:

See Exhibit A, attached hereto and incorporated herein by reference.

And does hereby certify such land is included in the accompanying plat, and having caused the survey and subdivision to be made thereof by David E. Atchley, Illinois Professional Land Surveyor No. 2950, as shown on said plat, said subdivision to be known as the Champaign County Nursing Home Minor Subdivision, Champaign County, Illinois, and acknowledges said survey to be correct to the best of the owner's knowledge and belief.

The County hereby creates an easement for ingress to and egress from Lot 1, and for drainage and utilities, over Art Bartell Road, and an additional easement over the access road to the northern entrance of Lot 1, as shown and described on the plat and subject to the terms and conditions stated in the Declaration of Covenants and Restrictions, attached hereto and incorporated by reference.

In witness whereof, this instrument is signed this ____ day of _____, 2017.

OWNER:

The County of Champaign, a body corporate and politic.

By: _____
C. Pius Weibel, Chair
Champaign County Board

Signed and sworn before me this ____ day of _____, 2017.

Notary Public



OFFICE OF THE
COUNTY ADMINISTRATOR

MEMORANDUM

12 October 2017

TO: Honorable Members of the Champaign County Board

FR: Rick Snider, County Administrator

RE: Revised Staffing Proposal for Planning and Zoning

Pursuant to direction from Policy, Personnel, and Appointments, I have prepared details related to the proposed upgrade of a temporary part-time position in Planning and Zoning to permanent full-time status.

I have refrained from filling two vacancies in Administrative Services for administrative assistant positions. The budget savings in the General Fund represented by these positions is approximately \$72,818 annually. Per direction from the Committee, a portion of the funding can be transferred in the FY2018 budget from Administrative Services to Planning and Zoning to supplement existing temporary personnel funds. This would allow the implementation of a full-time Associate Planner position beginning January 1, 2018 at a salary of \$20.82/hour or \$43,472.16, which is less than what is currently being paid on an hourly basis (\$23.66) for the temporary position. The estimated expenditure to implement this would be approximately \$14,186 for salary. If health insurance is taken by the employee, the additional cost would be approximately \$8300.

In addition to the financial requirement, I am asking that we reinstate the previous Associate Planner job description as an authorized position within the Planning and Zoning Department. If approved as it exists, there is no requirement to have this evaluated by the Job Content Evaluation Committee. The necessary language to implement this position is included in the proposed Board Resolution in your packet.

Thank you for your consideration of this proposal.

TO: Champaign County Board

FROM: John Hall, Director

DATE: October 11, 2017

RE: Proposed Budget Change from a Part-Time MS4 staff position to a Full-Time MS4 staff position

Champaign County
Department of

**PLANNING &
ZONING**

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

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

Amending the 2018 Budget to allow conversion of the existing part-time staff position assigned to the MS4 Program to a full-time staff position will help to ensure completion of the Storm Sewer System Map within the approved timeline. That timeline was reviewed in the Optimal Operations Planning- Champaign County FY2017 Budget Proposal (see attached).

The Draft Champaign County MS4 Storm Sewer System Web Map can be viewed at <https://arcg.is/1SHanm>.

It is already clear that the second phase of the Map (for the entire County Highway system) is proving to take longer than previously estimated. Part of the reason is simply the greater travel time from the Department to the various parts of the County Highway System. The conversion to a full-time staff position will help to minimize deviations from that timeline.

The Optimal Operations Planning- Champaign County FY2017 Budget Proposal also reviewed ancillary staffing benefits provided by full-time staffing and those ancillary benefits still apply (see attached).

An important benefit from the expanded staffing that was not included in the Optimal Operations Planning justification is greater continuity in the MS4 Program staffing. The ability to retain an experienced employee provides a real savings to the County.

ATTACHMENT

OPTIMAL OPERATIONS PLANNING CHAMPAIGN COUNTY FY2017 BUDGET PROPOSAL

Briefly identify the problem/issue.

A January 2016 audit of the Champaign County MS4 Storm Water Program by the Illinois Environmental Protection Agency (IEPA) determined that Champaign County had not produced a storm sewer system map required for use in tracking illicit discharges. Illicit storm water discharge detection and elimination (correction) is one of the six required minimum control measures in the MS4 Program. In a Non-Compliance Advisory Letter dated March 24, 2016, IEPA requested that Champaign County provide a new timeline for completion of a storm sewer system map no later than April 19, 2016. ELUC reviewed the IEPA letter on 4/7/16.

Champaign County MS4 Coordinator John Hall (also the Director of Planning and Zoning) provided the new timeline in a letter to the IEPA dated April 18, 2016. The first phase of the storm sewer system map was proposed to be 50% complete by 3/31/17 and 100% by 12/31/17. The second phase of the map was proposed to be 20% complete by 3/31/18 and 100% complete by 3/31/19. The timeline assumed existing intern staffing in addition to the Director, the Senior Planner, all available planner hours provided in the Regional Planning Commission (RPC) planning contract, and help from the GIS Consortium. ELUC reviewed the new timeline on 5/5/16.

An unexpected increase in zoning cases has meant that the Senior Planner will not be available for some time (if ever) to help with the storm sewer system map and the increase in both zoning cases and permitting has also reduced the time that the Director can help on the mapping and therefore, intern staffing will be the primary staffing to develop the storm sewer system map. Intern staffing can be of great benefit but it should not be the primary staffing for such a critical project.

A temporary employee has been hired for the remainder of FY2016 to begin development of the storm sewer system map but the current budget cannot afford for that position to be full time. The temporary staffing budget is the same for the proposed 2017 Budget and the amount of hours provided by that budget is not adequate to ensure meeting the approved timeline. More staffing resources must be provided in order to reliably meet the new timeline.

Describe the challenge(s) the problem/issue causes for your department or public.

The Department of Planning and Zoning is trying to meet the new timeline for preparation of a storm sewer system map for the MS4 Storm Water Program but does not have sufficient staffing due to unforeseen increases in both zoning cases and permitting.

Provide an assessment of risks associated with failure to address the problem/issue.

Failure to prepare the required storm sewer system map within the new time line could at some point result in a notice of violation from the IEPA. Complete failure to meet the new timeline seems very unlikely but under current staffing parameters, complete success also seems unlikely.

Recommend an approach to resolve the problem/issue. Also describe alternatives if any.

The recommended approach is the addition of a full-time salaried staff position at Salary Grade H which is the pay grade of the former "associate planner" position. Adding a full-time salaried position to the Department's staffing complement would help ensure completion of the storm sewer system map within the approved timeline and also provide the following ancillary staffing benefits:

- The proposed new staff position could conduct the required annual inspections of the major/ high priority outfalls into the MS4 storm sewer system. Annual inspections are a new requirement.
- The proposed new staff position could also conduct the required annual assessment (inspection) of the physical/ habitat characteristics (such as stream bank erosion) of MS4 drainageways at the

10/11/2017

**OPTIMAL OPERATIONS PLANNING
CHAMPAIGN COUNTY FY2017 BUDGET PROPOSAL**

same time as the annual inspections of high priority outfalls. Discussions with the Champaign, Urbana, and Savoy MS4 staffs have resulted in a general agreement that this annual assessment is the preferred way to comply with the new (as of 3/1/16) more robust MS4 storm water quality monitoring program requirements that must be initiated no later than 9/1/16.

- The new staffing could also conduct the inspections for the Land Disturbance Erosion Control (LDEC) Permits that are required in the MS4 Jurisdictional Area. Current staffing was expected to help with the LDEC inspections (when required) but the increased zoning case load and permitting load means that current staff has no time available for those inspections.
- After the storm sewer system map is completed, the new full-time position should be available on a limited basis to help with other Department needs such as assisting with storm water permit reviews, helping with the enforcement backlog, and simply sharing the burden of adequately staffing the Department during annual vacations, holiday periods, and sick times.

An alternative to adding a full time staff position is to shift more of the RPC Planning Contract to the MS4 Storm Water Program. Preparation of the storm sewer system map will require 505 hours in the proposed 2017 Contract in addition to the 150 hours required for other MS4 Storm Water Program requirements. The result is that 60% of the 2017 Contract (655 hours in total) would be allocated towards the MS4 Storm Water Program and that will prevent any progress on implementation of the Land Resource Management Plan in 2017. A similar effort should also be expected in 2018. After the storm sewer system map is completed the MS4 hours in the Planning Contract could decrease.

List any benefits to other groups of the county organization.

None at this time.

Describe the resources needed to implement the recommended approach(es) and include staff, commodities, and capital.

Line Item	Description	Projected Expense (Minimum)	Projected Expense (Maximum)
511.30	Full time staff position	\$46,137 plus benefits	
	Arc GIS Software and License	\$1,086.03 (for 2017) and approximately \$400 annually thereafter	

Justification for implementation

To ensure completion of the storm sewer system map within the new timeline approved by the IEPA and also provided adequate staffing for the MS4 Storm Water Program.

Challenges to implementation

The MS4 Storm Water Program is required by the Clean Water Act. The Clean Water Act requires counties like Champaign County to meet the program requirements but no funding is provided.

Optimal Outcomes

The Optimal Outcome will be adequate staffing of the MS4 Storm Water Program. The MS4 Program requirements have become progressively greater since the program was first required in 2003 and that trend is expected to continue.

10/11/2017

RESOLUTION NO. 10147

**RESOLUTION AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS
FOR THE CHAMPAIGN COUNTY DEPARTMENT OF PLANNING AND ZONING**

WHEREAS, the County Board has approved the Champaign County Personnel Policy, which documents the process for additions or deletions to the Schedule of Authorized Positions; and

WHEREAS, the County Administrator has stated that due to the elimination of a position in the Administrative Services department in FY2017, there will be personnel funds available for transfer to the Department of Planning and Zoning in FY2018; and

WHEREAS, a job description for the position of Associate Planner exists and is classified in Grade Range "H"; however, is not an authorized position within the Department of Planning and Zoning; and

WHEREAS, pursuant to the Champaign County Personnel Policy, the Director of Planning and Zoning and the County Administrator have requested that in FY2018 the position of Associate Planner be added to the Department of Planning and Zoning's Schedule of Authorized Positions; and

WHEREAS, funding for the position is available in the temporary salary and wages line in the Department of Planning and Zoning's FY2018 budget; and

WHEREAS, supplemental funding for the position will be facilitated through a budget transfer from the Administrative Services department to the Department of Planning and Zoning in FY2018;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the amendment of the Department of Planning and Zoning's Schedule of Authorized Positions by the addition of the Associate Planner position classified in Grade Range "H" effective January 1, 2018.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of October, 2017.

C. Pius Weibel, Chair
Champaign County Board

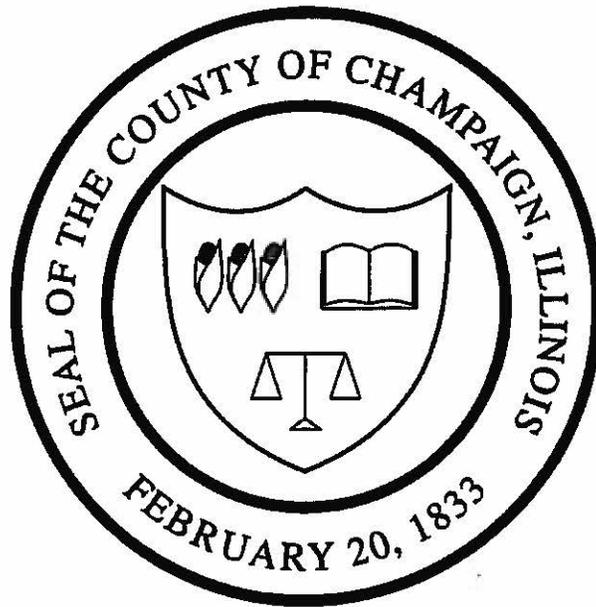
ATTEST:

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

Request for Proposal

Champaign County Nursing Home

RFP 2017-012



Issue Date: October 23, 2017

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

October 23, 2017

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

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

Thank you for your interest in this Request for Proposal.

Sincerely,

A handwritten signature in cursive script that reads "Richard S. Snider".

Richard S. Snider
County Administrator

I. INTRODUCTION

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

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

II. INSTRUCTIONS TO PROPOSERS

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

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

AND

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

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

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

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

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

III. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PROPOSAL FORMAT

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

V. TIMELINE

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

ASSET PURCHASE AGREEMENT

by and among

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

and

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

_____, 2018

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

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SCHEDULES AND EXHIBITS

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

ASSET PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

4. **CLOSING.**

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

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

5. **PURCHASE PRICE.**

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

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

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

is not a correct allocation.

6. COSTS AND CREDITS.

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

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

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

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

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

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

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

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

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

8. DUE DILIGENCE.

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

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

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

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

9. **TITLE AND SURVEY.**

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

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

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

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

10. **PRE-CLOSING COVENANTS.**

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

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

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

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

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

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

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

12. **CLOSING DELIVERIES**

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

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

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

Closing Escrow.

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

iv. The Escrow Holdback Agreement.

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

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

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

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

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

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

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

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

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

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

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

granting equitable remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. **Purchaser's Performance.** Purchaser shall have performed its obligations and covenants under this Agreement that are to be performed prior to or at Closing, including but not limited to application for all appropriate licenses and delivery of all of Purchaser's Closing deliveries.

c. **Absence of Litigation.** No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the acquisition by Purchaser of the Property or the acquisition by Purchaser of the Personal Property or the consummation of any other transaction contemplated hereby.

d. **Closing Deliveries.** On the Closing Date, Purchaser shall have executed and delivered to Seller all of Purchaser's Closing Deliveries under **Section 12(a)**.

e. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of a two-thirds majority of the full Board.

17. **ACCESS TO RECORDS.**

a. **Facility Records.** On the Closing Date, Seller shall leave at the Facility for Purchaser or New Operator all of Seller's records for the existing Facility employees and residents.

b. **Seller's Access to Records.** Subsequent to the Closing Date, Purchaser and New Operator shall grant Seller and its respective agents and representatives access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Closing Date, at Seller's own expense, to, among other things, enable Seller to investigate and defend audits, claims, litigation or to file or defend cost reports.

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

18. **CASUALTY/CONDEMNATION.**

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

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

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

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

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

19. **INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

h. Indemnification Survival

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

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

20. TERMINATION.

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

i. the mutual written consent of all parties hereto;

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

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

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

b. Effect of Termination .

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

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

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

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

21. LIABILITIES.

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

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

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

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

22. POST-CLOSING COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

SELLER:

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

Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

PURCHASER:

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

By: _____
Name: _____
Its: _____

Schedule 9(c)

PERMITTED TITLE EXCEPTIONS

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

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

Schedule 13(h)

LITIGATION

None.

EXHIBIT A

LEGAL DESCRIPTION

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

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

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

EXHIBIT B

Strict Joint Order Escrow

EXHIBIT C

Operations Transfer Agreement

OPERATIONS TRANSFER AGREEMENT

by and among

THE COUNTY OF CHAMPAIGN, ILLINOIS,
as Seller,

SAK MANAGEMENT SERVICES, LLC,
as Manager,

and

[NEW OPERATOR, LLC],
as New Operator

_____, 2018

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

OPERATIONS TRANSFER AGREEMENT

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

RECITALS

A. Seller is the owner and licensed operator of that certain 220 bed skilled nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the “**Facility**”).

B. Seller and Manager have entered into a Services Agreement dated June 22, 2017 (“**Management Agreement**”).

C. Seller has or will be entering into that certain Asset Purchase Agreement (the “**Purchase Agreement**”) with [Purchaser, LLC], an [Illinois limited liability company] (“**Purchaser**”), pursuant to which the Facility and its real and personal property shall be sold to Purchaser.

D. Concurrent with the closing of the transactions contemplated under the Purchase Agreement and this Agreement, on the Commencement Date, New Operator shall be the new licensed operator of the Facility.

E. In order to ensure a smooth transition of the operations of the Facility from Manager to New Operator, the parties desire to enter into this Agreement.

AGREEMENT

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

1. **COMMENCEMENT DATE.** Although this Agreement shall be effective as of the date first written above, the transfer of operations contemplated by this Agreement shall commence and be effective on and as of the Closing Date, as defined in the Purchase Agreement (the “**Commencement Date**”). Manager and New Operator agree to cooperate with each other to affect an orderly transfer of the operations of the Facility as of the Commencement Date.

2. **CONDITIONS PRECEDENT.**

a. New Operator’s obligation to consummate the transactions contemplated in this Agreement shall be subject to the following conditions precedent on and as of the Commencement Date to the reasonable satisfaction of New Operator or the written waiver thereof by New Operator:

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

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

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

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

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

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

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

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

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

3. CONVEYANCE OF PERSONAL PROPERTY, SUPPLIES AND INTANGIBLE

PROPERTY.

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

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

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

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

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

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

constitute delivery thereof.

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

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

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

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

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

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

prior to the Commencement Date.

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

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

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

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

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

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

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

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

8. **CONTRACTS.**

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

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

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

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

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

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

9. ASSUMPTION OF LIABILITIES.

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

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

10. ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE.

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

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

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

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

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

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

11. **EMPLOYEES.**

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

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

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

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

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

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

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

13. **ACCESS.**

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

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

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

14. PRORATIONS.

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

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

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

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

16. INDEMNIFICATION.

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

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

has not lapsed;

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

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

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

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

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

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

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

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

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

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

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

vi. any claim for Recapture; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

under any Contracts related to the Facility.

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

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

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

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

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

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

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

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

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

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

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

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

19. POST-COMMENCEMENT DATE COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

Email: steve@sherlegal.com

If to Manager: SAK Management, LLC
One Northfield Plaza, Suite 480
Northfield, IL 60093
Attn: Suzanne Koenig
Email: skoenig@sakmgmt.com

If to New Operator: [_____] [_____] [_____] [_____] [_____] [_____] Attention: [_____] Email: [_____]

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

or if written notification of a change of address has been sent, to such other party or to such other address as may be designated in that written notification. Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (i) if given by mail, on the third business day after such communication is deposited in the mail; (ii) if given by electronic mail, effective upon transmission if before 5:00 p.m. (Central), otherwise effective the next business day; and (iii) if given by hand delivery or overnight courier, when delivered to the address specified above. Notwithstanding anything herein to the contrary, any notice received by a recipient on a day when the federal banks are closed in Chicago, Illinois shall automatically be deemed and construed to be received on the next regular business day following its receipt.

c. Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

d. This Agreement, together with all exhibits and schedules attached hereto and any other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

e. This Agreement may not be modified or amended except in writing signed by the parties hereto.

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

to such inaccuracy or breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

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

Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

MANAGER:

SAK Management Services, LLC, an Illinois limited liability company

By: _____
Name: _____
Its: _____

NEW OPERATOR:

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

By: _____
Name: _____
Its: _____

Schedule 3(a)(i)

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

Schedule 8(a)

Contracts

[List all Contracts.]

Schedule 8(b)

Assumed Contracts

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

Schedule 18(d)

Litigation

None.

RESOLUTION NO. 10150

RESOLUTION AUTHORIZING ADDENDUM TO NURSING HOME BROKERAGE
AGREEMENT WITH MARCUS & MILLICHAP FOR PROPERTY BROKERAGE AND
CONSULTING SERVICES FOR THE SALE OR TRANSFER OF THE
CHAMPAIGN COUNTY NURSING HOME

WHEREAS, The Champaign County Board adopted Resolution No. 10008 on June 22, 2017, authorizing award of contract to Marcus & Millichap pursuant to RFI 2017-004 for property brokerage and consulting services for the sale or transfer of the Champaign County Nursing Home; and

WHEREAS, the Champaign County Board approves the attached addendum to the agreement with Marcus & Millichap;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Board Chair to sign the attached addendum to contract with Marcus & Millichap for Property Brokerage and Consulting Services for the Sale or Transfer of the Champaign County Nursing Home.

PRESENTED, PASSED, APPROVED, AND RECORDED this 19th day of October A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

ADDENDA

OCTOBER 19, 2017

Subject to the Board of Champaign County's absolute discretion, specifically upon a two-thirds (2/3) vote of the full County Board to enter into the Asset Purchase Agreement (APA) and Operations Transfer Agreement (OTA) after the vetting process further outlined in Champaign County RFP 2017-009 (attached hereto as "Exhibit B") and utilizing the Broker's services as set forth in this Agreement, the Board of Champaign County grants to the Broker, for a period of time (the "Term") commencing on October 23, 2017 and ending at midnight on April 23, 2018, and subject to extension as set forth in paragraph 3 of the Agreement, the exclusive and irrevocable right and authority to sell that asset and operation commonly known as the Champaign County Nursing Home.

SELLER'S SIGNATURE:

BOARD OF CHAMPAIGN COUNTY

By: _____

Date: _____

C. Pius Weibel, Champaign County Board Chair

Attest: _____

Date: _____

Gordy Hulten, Champaign County Clerk

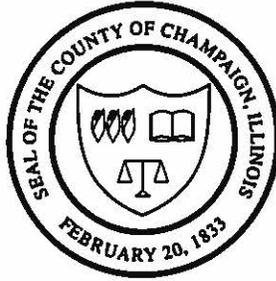
BROKER'S SIGNATURE:

MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF CHICAGO

By:  _____

Date: 10/12/2017

Josh Jandris, Designated Agent



OFFICE OF THE
COUNTY ADMINISTRATOR

12 October 2017

MEMORANDUM

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

FR: Rick Snider, County Administrator
Debbie Heiser, Insurance Specialist

RE: FY2018 Renewal of Insurance Policies: Property, Auto, Liability, and Worker's Compensation

Through the County's Broker - Dimond Brothers Insurance Agency - the County has received renewal proposals for the County's liability and worker's compensation FY2018 insurance coverage from the following companies: Cincinnati Insurance Company; Rock Hill; Capitol Indemnity; NFIP/Selective Flood and Illinois Counties Risk Management Trust (ICRMT). Detailed information regarding the policies purchased is attached for your review.

The total cost of all premiums is \$987,306 and reflects an increase of \$13,624 or 1.4% over the total FY2017 rate of \$973,682. The FY2018 Budget has adequate funds appropriated to pay for the increase in costs.

RECOMMENDED ACTION

The Policy, Personnel, and Appointments Committee of the Whole recommends to the County Board approval of insurance coverage for liability and worker's compensation for FY2018 from December 1, 2017 - December 1, 2018 through plans and premiums provided as follows:

1. Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$195,344;
2. Liability coverage for Champaign County provided by ICRMT in the amount of \$505,040;
3. Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Rock Hill in the amount of \$16,592;
4. Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$916;
5. Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$258,038;
6. Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$11,376.

Thank you for your consideration of this recommendation.

RESOLUTION NO. 10140

**RESOLUTION APPROVING PROPERTY, LIABILITY,
AND WORKER'S COMPENSATION INSURANCE POLICIES**

WHEREAS, The Champaign County Board annually approves insurance policies for the County's various property, liability, and worker's compensation insurance needs for the ensuing fiscal year; and

WHEREAS, the Champaign County Administrative Services Department has, with the assistance of Dimond Brothers Insurance Agency, the County's insurance broker, solicited quotations from the market and negotiated with current providers, and as a result provides the following recommendation for the County's insurance policies for the period from December 1, 2017 to December 1, 2018:

- **Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$195,344; .**
- **Liability coverage for Champaign County provided by ICRMT in the amount of \$505,040;**
- **Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Rock Hill in the amount of \$16,592;**
- **Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$916;**
- **Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$258,308;**
- **Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$11,376;**

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, Illinois that the following insurance proposals are accepted and approved as the policies to cover Champaign County's property, liability, and worker's compensation insurance needs for the period from December 1, 2017 to December 1, 2018:

- **Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$195,344;**
- **Liability coverage for Champaign County provided by ICRMT in the amount of \$505,040;**
- **Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Rock Hill in the amount of \$16,592;**
- **Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$916;**
- **Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$258,308;**

- Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$11,376;

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of October 2017.

C. Pius Weibel, Chair
Champaign County Board

Attest:

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

County of Champaign

2017-2018 Insurance Proposal

Insurance Companies: Cincinnati Insurance Company (A+/XV)
Illinois Counties Risk Management Trust
Rockhill Insurance Company (A-/XII)
Capitol Indemnity Corporation (A/LX)
NFIP/Selective

Coverage Dates: 12/01/2017 to 12/01/2018

Prepared by:
Producers: Molly M. Rollings
Service Representative: Susi Boastick

Dimond Bros. Agency
1806 Woodfield Drive
Savoy, IL 61874
Phone: (217) 356-6400 x3810
Fax: (217) 356-8044
Email: molly.rollings@dimondbros.com



This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions, and exclusions.

COMMERCIAL PACKAGE POLICY – Cincinnati Insurance Co.

Property Coverage

#	Building Occupant	Address	Current Building Limit	Contents Limit	Business Income
1	Courthouse	101 E. Main	\$ 36,902,189	\$ 2,080,000	\$ 300,000
2	Juvenile Detention Center	400 Art Bartell	\$ 6,631,830	\$ 1,040,000	\$ 50,000
3	Sheriff Office/Correctional Center	204 E. Main	\$ 11,766,150	\$ 1,040,000	\$ 100,000
4	Adult Detention Facility	502 S. Lierman	\$ 12,613,665	\$ 1,040,000	\$ 50,000
5	Brookens Admin. Center	1776 E. Washington	\$ 11,670,173	\$ 2,080,000	\$ 905,000
6	ILEAS Building	1701 E. Main St	\$ 23,132,366	\$ -	\$ 5,000
	ILEAS Boiler House	1701 E. Main St (Rear)	\$ 231,151	\$ 50,000	\$ -
	ILEAS Garage	1701 E. Main St (Rear)	\$ 72,767	\$ 20,000	\$ -
	Garage-ESDA	1701 E. Main	\$ 174,141	\$ 52,000	\$ -
7	Old Salt Storage	301 Art Bartell	\$ 86,148	\$ 41,600	\$ 5,000
	Highway Salt Dome	301 Art Bartell	\$ 340,650	\$ 20,800	\$ -
8	County Office Bldg (EMA/METCAD)	1905 E. Main	\$ 1,830,439	\$ 624,000	\$ 10,000
9	Animal Control Facility (impoundment)	210 S. Bartell	\$ 350,264	\$ 46,800	\$ 10,000
10	Highway Fleet Maintenance Bldg	1605 E. Main St.	\$ 7,000,000	\$ 1,000,000	\$ 10,000
11	Nursing Home	500 Art Bartell	\$ 25,129,098	\$ 1,000,000	\$ 25,000
12	Marilyn Queller/Urbana Head Start	108 E Webber	\$ -	\$ 187,475	\$ 10,000
13	Coroner / Physical Plant	202 Art Bartell	\$ 2,342,356	\$ 200,000	\$ 10,000
14	Sheriff/ILEAS Garage 2	1707 E. Main	\$ 390,000	\$ 41,600	\$ 5,000
15	Highway Maint Garage 3	1705 E. Main	\$ 216,000	\$ 50,000	\$ 5,000
16	RPC Warehouse	208 W. Griggs	\$ -	\$ 88,065	\$ -
17	Child Care Advocacy Center	201 W Kenyon Rd	\$ -	\$ 50,000	\$ 5,000
		Total	\$140,879,387	\$ 10,752,340	\$ 1,505,000

Cause of Loss: Special including Theft

Deductible: \$5,000

Co-Insurance: 100 %

Valuation: Replacement Cost

Forms/Endorsements:

- **State Amendatory Endorsements**
- **Earthquake – Full Limits at all locations**
- **Flood**
 - \$5,000,000 Per Occurrence
 - \$5,000,000 Aggregate
 - \$25,000 Deductible
- **Valuable Papers & Records**
 - \$500,000 per location – Courthouse & Brookens
 - \$50,000 – All Other Locations
 - Deductible = \$1,000

XC+ Property Coverage:	
Blanket Limit Applies to the following: Accounts Receivable Debris Removal Ordinance or Law: Loss in Value Demolition costs and increased cost of construction Personal Property of Others Tenant Move Back Expense Valuable Papers Worldwide Laptop Electronic Data Processing (EDP) Duplicate & Backup Electronic Data – sub-limit \$2,000 Newly Acquired EDP Property – sub-limit \$10,000 In Transit or away from Premises	\$ 150,000
Brands & Labels	\$ 25,000
Building Glass – insured as part of the building	Included
Business Income & Extra Expense (per location)	\$ 100,000
Dependent Properties (24 hr deductible applies)	\$ 5,000
Interruption of Computer Ops (24 hr deductible applies)	\$ 25,000
Temperature Change	Included
Exhibitions or Fairs	\$ 10,000
Fences	\$ 5,000
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 25,000
Fungi, wet rot and bacteria from covered cause of loss	\$ 15,000
Newly Acquired Property	
Building	\$ 1,000,000
Personal Property	\$ 500,000
Non-Owned Building – damage from theft	\$ 25,000
Outdoor Property (Trees, shrubs, plants)	\$ 10,000
Paved Surfaces	\$ 20,000
Personal Effects (Max \$1,000 per person)	\$ 25,000
Pollutant Clean-up and Removal	\$ 20,000
Property in Transit	\$ 10,000
Property Off Premises	\$ 10,000
Rewards – arson/vandalism/malicious mischief/theft/etc	\$ 10,000
Signs not separately scheduled	\$ 10,000
Trailers	\$ 5,000
Utility Service (Direct Damage)	\$ 25,000
Underground Property	Building Limit
Water Back-up from sewers/drains/sump pumps	\$ 10,000

Inland Marine Coverage

Equipment	Limit	Deductible
Computers/EDP	\$ 4,566,359	\$ 1,000
Phone Equipment	\$ 196,251	\$ 1,000
Machinery Equipment	\$ 910,415	\$ 1,000
Maintenance Equipment	\$ 271,864	\$ 1,000
Medical Equipment	\$ 89,989	\$ 1,000
Miscellaneous Equipment	\$ 866,636	\$ 1,000
Police Equipment	\$ 246,264	\$ 1,000
Radio Equipment	\$ 586,762	\$ 1,000
Voting Equipment	\$ 1,195,338	\$ 1,000
Camera Equipment	\$ 268,073	\$ 1,000
Leased or Rented Equipment	\$ 360,000	\$ 1,000

Scheduled Miscellaneous Items:

- Veterans Memorial - \$70,000
- Flag at Courthouse - \$150,000

Boiler Coverage – Included under Property Coverage

Locations: All Buildings Covered

Limit of Insurance: Full Building Value

Covered Items: All Fired & Unfired Pressure Vessels, All Boilers, Air Conditioning Equipment and Heating Equipment

Deductible: \$5,000

COMMERCIAL CRIME POLICY – ICRMT

COVERAGE SUMMARY: CRIME

COVERAGE	LIMIT
Blanket Employee Dishonesty	\$500,000
Loss Inside the Premises - Money & Securities	\$500,000
Loss Outside the Premises	\$500,000
Money Orders and Counterfeit Currency	\$500,000
Depositors Forgery or Alterations	\$500,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000

Deductible: \$5,000

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.

POLLUTION LEGAL LIABILITY – Rockhill Insurance Co

Limit	Coverage	Deductible	Premium	Taxes & Fees	Total Premium
\$1,000,000	A&B	\$ 25,000	\$ 16,000	\$592	\$16,592

Coverage Forms:

- Coverage A: Pollution Legal Liability
- Coverage B: On-Site Clean-up

Policy Forms/Endorsements:

- RHIC 6801 (09/08) Site Specific Pollution Legal Liability Policy Form
- RHIC 6800 (09/08) Site Specific Pollution Legal Liability Declarations
- RHIC 6046 (05/12) Schedule of Forms and Endorsements
- RHIC 6810 (09/08) Scheduled Locations Endorsement
- RHIC 6817 (04/15) Site Specific Pollution Legal Liability – Coverage A – Mold Endorsement
- RHIC 6026 (01/08) Notice of Service of Suit Illinois
- RHIC 1101 (03/11) Signature Endorsement
- RHIC 1112 (01/09) Cancellation/Non-Renewal
- RHIC 6051 (09/08) Nuclear Energy Liability Exclusion Endorsement
- IL P 001 (01/04) Advisory Notice to Policyholders
- RHIC 6508 (04/15) Exclusion of Certified Acts of Terrorism

Terms & Conditions:

- Claims Made Form – Retro Active Date 12/01/2006
- \$100,000 Mold Sub-limit
- \$1,000,000 Mold coverage for 3rd Party BI/PD

In Order to Bind Coverage:

- Signed and completed terrorism Disclosure Form if the Insured REJECTS terrorism coverage.

COMMERCIAL LIABILITY POLICY - ICRMT

ICRMT FEATURES AND BENEFITS

Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management

This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.

COVERAGE SUMMARY: GENERAL LIABILITY

COVERAGE

LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000

Self-Insured Retention: \$250,000 each occurrence

Sexual Abuse Liability – Claims Made

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Retroactive Date: 12/01/2006

Innocent Party Defense Coverage Included

Self-Insured Retention: \$250,000

COVERAGES INCLUDE

- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides

COVERAGE SUMMARY: LAW ENFORCEMENT LIABILITY

COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Self-Insured Retention: \$250,000 each occurrence	

COVERAGES INCLUDE

- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos

COVERAGE SUMMARY: AUTO LIABILITY & PHYSICAL DAMAGE

AUTO LIABILITY

Each Occurrence

LIMITS

\$1,000,000

Self-Insured Retention: \$250,000 each occurrence

UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence

NOT COVERED

AUTO PHYSICAL DAMAGE

Total Scheduled Value

\$2,252,506

Total Agreed Value

\$0

Number of Vehicles

188

Comprehensive Per Loss Deductible: \$25,000

Collision Per Loss Deductible: \$25,000

*Or as indicated on the Schedule

COVERAGES INCLUDE

• Automatic Liability for Newly Acquired Vehicles (Non-Auditable)	Included
• Newly Acquired Automobiles Physical Damage (Non-Auditable)	\$500,000
• Hired/Non-Owned Liability	Included
• Hired Auto Physical Damage	Included
• Garagekeepers Legal Liability – per Occurrence	\$100,000
• Pollution Caused by Upset/Overturn	Included
• Commandeered Autos	Included
• Loss of Use and Lease Gap Coverage	Included
• Rental Reimbursement	Included

COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

COVERAGE

LIMITS

Each Occurrence \$1,000,000
Annual Aggregate \$1,000,000

Retroactive Date: 01/01/1996

Employment Practice Liability

Retroactive Date: 01/01/1996

Employee Benefits Liability

Retroactive Date: 12/01/2013

Self-Insured Retention: \$250,000

COVERAGES INCLUDE

- Non-Monetary Legal Defense
 - Each Occurrence \$25,000
 - Annual Aggregate \$50,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act
- Attorney's Professional

COVERAGE SUMMARY: CYBER LIABILITY

COVERAGE

LIMITS

Privacy & Network Security Coverage

Each Claim

\$1,000,000

Annual Aggregate

\$1,000,000

Retroactive Date: 12/01/2017

Self-Insured Retention: \$250,000

COVERAGES INCLUDE

- Notification Costs
- Credit Monitoring
- Breach Consultation
- Data Forensic Expenses
- Public Relations Expenses

SERVICES AVAILABLE

- Systems Testing and Consulting
- Online Risk Management Resources
- Training and Educational Programs

<p align="center">STUDENT ACCIDENTAL DEATH & DISMEMBERMENT POLICY – Capitol Indemnity</p>
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Limits:

- Accidental Death, Dismemberment or Loss of Sight - Principal Sum: \$1,000
- Accident Medical Expense - Primary Plan, Maximum Benefit Amount Per Covered Person - 100% of Usual & Customary Charges \$2,500
- Deductible \$10

EXCESS LIABILITY POLICY - ICRMT

COVERAGE SUMMARY: EXCESS LIABILITY

		LIMITS
General Liability	Excess of \$1,000,000 Per Occurrence	\$9,000,000
Law Enforcement Liability	Excess of \$1,000,000 Per Occurrence	\$9,000,000
Auto Liability	Excess of \$1,000,000 Per Occurrence	\$9,000,000
Public Officials (Claims Made)	Excess of \$1,000,000 Per Occurrence	\$9,000,000

COVERAGES EXCLUDED

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft

WORKERS COMPENSATION POLICY - ICRMT

COVERAGE SUMMARY: WORKERS' COMPENSATION

COVERAGE

	LIMIT
Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

Self-Insured Retention: \$300,000

ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable

COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
0083	Farm: Cattle or Livestock Raising NOC & Drivers	\$0	8.46	\$0
4299	Print Shop Assistant	\$0	4.04	\$0
5403	Carpentry - Commercial	\$67,698	13.60	\$9,207
5437	Carpentry - Cabinetry/Interior Trim	\$97,952	12.92	\$12,655
5506	Street & Road	\$699,907	9.93	\$69,501
7705	Ambulance / EMS	\$0	8.71	\$0
7720	Law Enforcement	\$11,279,196	7.73	\$871,882
8008	Store/Clothing	\$0	1.66	\$0
8017	Store Retail	\$5,496	2.39	\$131
8292	Warehouse Assistant	\$0		
8293	Warehouse Shipping & Receiving	\$5,048	12.93	\$653
8380	Auto Repair	\$1,871	9.69	\$181
8601	Architect/Engineer	\$530,707	0.58	\$3,078
8810	Clerical	\$11,757,120	0.65	\$76,421
8820	Attorney - All Employees & Clerical	\$3,548,870	0.40	\$14,195
8829	Nursing Home	\$6,594,003	4.47	\$294,752
8831	Animal Control	\$308,026	7.27	\$22,393
8832	Physician/Coroner/Health Department & Clerical	\$339,106	0.52	\$1,763
8868	Teachers/College/Professional	\$10,373	0.36	\$37
8869	Child Day Care Center - Professionals	\$3,227,548	1.78	\$57,450
9015	Building Operations/Custodial/Maintenance NOC	\$824,104	12.21	\$100,623
9082	Restaurant NOC	\$25,151	1.86	\$468
9102	Parks	\$3,581	8.88	\$318
9410	Municipal NOC	\$131,216	4.84	\$6,351
	TOTALS	\$39,456,973		\$1,542,061

Gross Annual Premium		\$1,542,061
Increased Limit Multiplier	1.02	\$1,572,903
Minimum Premium	\$1,000	\$1,572,903
Experience Modifier	1.24	\$1,950,399
Schedule Modifier	0.15	\$292,560
Expense Modifier		\$292,560
Subtotal		\$292,560
Premium Discount	11.80%	\$258,038
Total Annual Premium		\$258,038
Total Pro-Rated Premium	100%	\$258,038

PRIMARY FLOOD POLICIES – NFIP/SELECTIVE

Policy #1

Location: 101 E Main St; Urbana, IL 61801
Building Limit: \$500,000
Contents Limit: \$500,000
Deductible: \$1,000

Policy #1

Location: 204 E. Main St; Urbana, IL 61801
Building Limit: \$500,000
Contents Limit: \$500,000
Deductible: \$1,000

Policy #1

Location: 108 S. Webber St; Urbana, IL 61801
Building Limit: NA
Contents Limit: \$500,000
Deductible: \$1,000

PREMIUM SUMMARY

Line of Business	Expiring Premium - 2017	Renewal Premium - 2018	% Change
ICRMT			
Crime	\$ 7,143	\$ 6,579	-7.90%
Automobile Liability	\$ 25,038	\$ 22,326	-10.83%
Auto Physical Damage (Highway)	\$ 4,625	\$ 6,725	45.41%
Auto Physical Damage (EMA)	\$ 1,484	\$ 954	-35.71%
General Liability (Nursing Home)	\$ 75,808	\$ 71,443	-5.76%
Errors & Omissions	\$ 65,211	\$ 62,562	-4.06%
General Liability (County)	\$ 58,793	\$ 59,725	1.59%
Law Enforcement Liability	\$ 99,071	\$ 97,268	-1.82%
Excess Liability (County)	\$ 135,276	\$ 135,813	0.40%
Excess Liability (Nursing Home)	\$ 34,823	\$ 37,945	8.97%
Cyber Liability	\$ -	\$ 3,700	0.00%
Total ICRMT	\$ 507,272	\$ 505,040	-0.44%
Workers Compensation	\$ 242,907	\$ 258,038	6.23%
Payroll	\$ 38,178,379	\$ 39,456,973	3.35%
Cincinnati			
Property (County)	\$ 105,411	\$ 112,777	6.99%
Property (Nursing Home)	\$ 26,502	\$ 27,112	2.30%
Inland Marine	\$ 50,078	\$ 41,364	-17.40%
Boiler & Machinery	\$ 13,191	\$ 14,091	6.82%
Total Cincinnati	\$ 195,182	\$ 195,344	0.08%
NFIP/Selective Flood			
101 E Main	\$ 4,450	\$ 4,672	4.99%
204 E Main	\$ 4,450	\$ 4,672	4.99%
108 S Webber	\$ 1,936	\$ 2,032	4.96%
Total NFIP/Selective	\$ 10,836	\$ 11,376	4.98%
Capitol Indemnity			
Student AD&D	\$ 893	\$ 916	2.58%
Rock Hill			
Pollution Legal Liability	\$ 16,592	\$ 16,592	0.00%
Total Premium	\$ 973,682	\$ 987,306	1.40%

Notes:

- **Premium has increased just over 1.4% from last year.**
 - **ICRMT**
 - **Liability Policies:**
 - Premium increase minimal this year due to positive loss history, however, there are some claims pending that may affect the coming years.
 - Cyber Liability added in for \$1,000,000 limit at additional premium of \$3,700 for one year.
 - **Workers Compensation:**
 - Loss History is still performing poorly, so experience rating did increase slightly. Payroll estimated 3% increase for the year.
 - **Cincinnati Insurance**
 - Overall Premium is almost flat to expiring premium
 - **Flood Insurance**
 - Estimate used as renewal date is too far out for quotes to be released. Per underwriters this is the worst case scenario.

From the Desk of
Jeff Blue, P.E.
Champaign County Engineer

Due to a lack of a quorum for the October Highway Committee meeting, the award of the contract for the reconstruction of ADA compliant sidewalk ramps at various locations throughout the county is forwarded to the County Board without approval of the Highway Committee. As shown on the bid tab, there were five bidders and the low bidder, Cross Construction, was 34% below the engineer's estimate. We need to award this contract in a timely matter in order to make sure we complete the work before the deadline imposed by Department of Justice.



County: Champaign
 Local Agency: CCHD
 Section: 17-00448-00-SW
 Estimate: \$253,209.00

Date: 9/28/2017
 Time: 10:00 AM

Appropriation:

		Name of Bidder		A & R Mechanical Services, Inc.		Benlach Construction Company Inc.		Cross Construction		Duce Construction Company		Mid Illinois Concrete & Excavation				
		Address of Bidder		711 Kettering Park Drive Urbana, IL 61801		307 S Main Street/PO Box 20 Tuscola, IL 61953		3815 N Countryview Road Urbana, IL 61802		417 Wilbur Avenue Champaign, IL 61822		PO Box 926 Champaign, IL 61824				
Proposed Guarantee:																
Terms:																
Approved Engineer's Estimate																
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Seeding, Class 1B		Acre	0.121	\$ 5,000.00	\$ 605.00	9,998.00	\$ 1,209.76	27,500.00	\$ 3,327.50	38,344.88	\$ 4,839.73	11,000.00	\$ 1,331.00	38,000.00	\$ 4,598.00
2	Nitrogen Fertilizer Nutrient		Pound	11.00	\$ 5.00	\$ 55.00	13.05	\$ 143.55	3.50	\$ 38.50	53.06	\$ 583.66	10.00	\$ 110.00	10.00	\$ 110.00
3	Phosphorus Fertilizer Nutrient		Pound	11.00	\$ 5.00	\$ 55.00	13.05	\$ 143.55	3.50	\$ 38.50	53.06	\$ 583.66	10.00	\$ 110.00	10.00	\$ 110.00
4	Potassium Fertilizer Nutrient		Pound	11.00	\$ 5.00	\$ 55.00	13.05	\$ 143.55	3.50	\$ 38.50	53.06	\$ 583.66	10.00	\$ 110.00	10.00	\$ 110.00
5	Match Method 2		Acre	0.121	\$ 5,000.00	\$ 605.00	9,890.00	\$ 1,196.69	2,290.00	\$ 277.09	30,207.75	\$ 3,855.14	11,000.00	\$ 1,331.00	15,100.00	\$ 1,827.10
6	Temporary Erosion Control Seeding		Pound	24.00	\$ 5.00	\$ 120.00	74.45	\$ 1,766.80	4.50	\$ 108.00	13.44	\$ 322.56	12.00	\$ 288.00	35.00	\$ 840.00
7	Inlet and Pipe Protection		Each	5.00	\$ 200.00	\$ 1,000.00	175.00	\$ 875.00	124.00	\$ 620.00	143.46	\$ 717.30	220.00	\$ 1,100.00	225.00	\$ 1,125.00
8	Aggregate Surface Course, Type B		Ton	6.00	\$ 200.00	\$ 1,200.00	218.00	\$ 1,308.00	78.00	\$ 474.00	168.34	\$ 998.04	114.00	\$ 684.00	130.00	\$ 780.00
9	Curb Removal		Foot	30.00	\$ 40.00	\$ 1,200.00	23.30	\$ 899.00	14.00	\$ 420.00	48.27	\$ 1,388.10	33.00	\$ 990.00	65.00	\$ 1,950.00
10	Gutter Removal		Foot	430.00	\$ 40.00	\$ 17,200.00	18.20	\$ 7,626.00	8.50	\$ 3,655.00	15.73	\$ 6,763.90	9.00	\$ 3,670.00	25.00	\$ 10,750.00
11	Bituminous Materials (Tack Coat)		Pound	12.00	\$ 10.00	\$ 120.00	41.00	\$ 492.00	32.00	\$ 384.00	12.63	\$ 151.56	15.00	\$ 180.00	123.00	\$ 1,476.00
12	Incidental HMA Surfacing		Ton	8.00	\$ 250.00	\$ 2,250.00	488.35	\$ 4,377.15	373.00	\$ 3,357.00	233.00	\$ 2,105.10	367.00	\$ 3,303.00	255.00	\$ 2,295.00
13	Portland Cement Concrete Sidewalk, 6"		SQ FT	4,487.00	\$ 20.00	\$ 89,740.00	20.58	\$ 91,930.86	13.60	\$ 60,751.20	13.39	\$ 59,813.13	17.00	\$ 75,939.00	18.50	\$ 82,039.50
14	Detectable Warnings		SQ FT	407.00	\$ 40.00	\$ 16,280.00	17.07	\$ 6,947.49	18.30	\$ 7,448.10	32.45	\$ 13,207.15	48.00	\$ 18,722.00	29.00	\$ 11,603.00
15	Sidewalk Removal		SQ FT	4,251.00	\$ 4.00	\$ 17,004.00	4.35	\$ 18,491.85	3.50	\$ 14,878.50	3.87	\$ 15,801.17	3.00	\$ 12,753.00	4.50	\$ 18,129.50
16	Water Valves to be Adjusted		Each	2.00	\$ 200.00	\$ 400.00	197.00	\$ 394.00	220.00	\$ 440.00	558.45	\$ 1,116.90	238.00	\$ 472.00	500.00	\$ 1,000.00
17	Catch Basins to be Adjusted		Each	3.00	\$ 500.00	\$ 1,500.00	380.00	\$ 1,080.00	395.00	\$ 1,185.00	558.45	\$ 1,675.35	532.00	\$ 1,596.00	1,200.00	\$ 3,600.00
18	Concrete Gutter, Type B		Foot	30.00	\$ 80.00	\$ 2,400.00	82.15	\$ 2,484.50	62.00	\$ 1,860.00	70.21	\$ 2,106.30	82.00	\$ 2,760.00	71.00	\$ 2,130.00
19	Concrete Gutter, Type A		Foot	385.00	\$ 50.00	\$ 19,250.00	48.80	\$ 18,711.00	48.00	\$ 18,480.00	80.28	\$ 23,200.10	50.00	\$ 19,250.00	57.00	\$ 21,945.00
20	Mobization		L Sum	1.00	\$ 20,000.00	\$ 20,000.00	2,475.00	\$ 2,475.00	8,300.00	\$ 8,300.00	5,305.56	\$ 5,305.56	10,000.00	\$ 10,000.00	3,850.00	\$ 3,850.00
21	Relocate Existing Mailbox		Each	1.00	\$ 450.00	\$ 450.00	250.00	\$ 250.00	314.00	\$ 314.00	243.50	\$ 243.50	549.00	\$ 549.00	1,000.00	\$ 1,000.00
22	Traffic Control and Protection, (Special)		L Sum	1.00	\$ 20,000.00	\$ 20,000.00	3,815.00	\$ 3,815.00	18,153.00	\$ 18,153.00	7,573.81	\$ 7,573.81	10,000.00	\$ 10,000.00	6,800.00	\$ 6,800.00
23	Retaining Wall Removal		Foot	33.00	\$ 200.00	\$ 6,600.00	40.90	\$ 1,646.70	45.00	\$ 1,485.00	33.84	\$ 1,118.72	36.00	\$ 1,188.00	64.00	\$ 2,112.00
24	Construction Layout		L Sum	1.00	\$ 20,000.00	\$ 20,000.00	6,365.00	\$ 6,365.00	6,717.00	\$ 6,717.00	7,504.50	\$ 7,504.50	4,000.00	\$ 4,000.00	7,500.00	\$ 7,500.00
25	Portland Cement Concrete Sidewalk Curb		Foot	194.00	\$ 80.00	\$ 15,520.00	78.15	\$ 14,773.10	71.00	\$ 13,774.00	25.54	\$ 4,954.76	54.00	\$ 10,478.00	84.00	\$ 16,296.00
					\$ 253,209.00											
Total Bid:					As Read:		\$189,545.55		\$189,523.89		\$185,911.38		\$181,112.00		\$205,776.10	
					As Calculated:		\$189,545.55		\$168,523.89		\$168,911.38		\$181,112.00		\$205,776.10	

RESOLUTION NO. 10141

**RESOLUTION AWARDING OF CONTRACT FOR
ADA SIDEWALK RAMP REPLACEMENTS
COUNTYWIDE
SECTION #17-00446-00-SW**

WHEREAS, The following low bid was received at a Public Letting held on September 28, 2017 in Urbana, Illinois, for the replacement of ADA Sidewalk Ramps Countywide, Section #17-00446-00-SW:

Cross Construction: \$165,911.36

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

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

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

PRESENTED, ADOPTED, APPROVED AND RECORDED this 19th day of October A.D., 2017.

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

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

Prepared by: Jeff Blue
County Engineer