

STATE OF ILLINOIS)

VERMILION COUNTY BOARD
VCAB- 201 N. Vermilion Street
2nd Floor
Tuesday, August 13, 2019
6:00 PM

) SS:

COUNTY OF VERMILION)

AGENDA

1. Call to Order
2. Invocation/Moment of Silence- Jim Russell
3. Pledge of Allegiance- Tom Morse
4. Roll call – Members Present and Roll Call for Attendance via Telephone
5. Adoption or Amendment of Agenda
6. Approval of minutes
7. Report on Claims-Report on Claims- July 2019
8. Raffle/Poker Run Application List
9. Audience Comments
10. Presentation- Julie Fruhling- Community Health Educator
11. **Executive & Legislation (Baughn)**
 - A. Resolution: Collection of Delinquent Taxes
 - B. Resolution: Tilton Annexation – Animal Shelter
 - C. Ordinance: Re: Payment of Cable Television Franchise Fees in Vermilion County, IL. – Comcast
 - D. Ordinance- Re: Payment of Cable Television Franchise Fees in Vermilion County, IL. – New Wave Communications
 - E. Resolution – RE: 2020 Legal Holidays for Vermilion County, Illinois
 - F. Ordinance – Solar Energy Systems
12. **Finance/Personnel (Fourez)**
 - A. Financial Update
 - B. Ordinance- Amendment to the Combined Annual Budget and Appropriation Ordinance for the Coroner - \$33,300
13. **Health & Education (Green)**
 - A. Ordinance- Amendment to the Combined Annual Budget and Appropriation Ordinance for the Regional Office of Education- \$9,260
14. **Judicial & Rules (Hart)**
 - A. Ordinance- Amendment to the Combined Annual Budget and Appropriation Ordinance for the Court Administration - \$100,000
 - B. Ordinance- Amendment to the Combined Annual Budget and Appropriation Ordinance for the State’s Attorney-Line Item Transfer- \$7459.76
 - C. Ordinance- Amendment to the Combined Annual Budget and

Appropriation Ordinance for the Public Defender & State's Attorney -
\$1,347 & \$1,496

D. Resolution- Salary Schedule- Public Defender

15. **Executive Sessions:**

A. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06

To determine whether or not to release minutes from executive sessions of the County Board.

B. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

C. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

D. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)

The setting of a price for sale or lease of property owned by the public body.

E. Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

16. **Chairman's Comments/Items of Information**

A. August Birthdays: None

B. Committee Chairperson's Comments (Golden, Baughn, Fourez, Green, Hart, Bieritz, Nesbitt, Morse, Eakle, & Walls)

C. Board Member Comments

17. **Announcements for August 2019**

CRIS RURAL MASS TRANSIT

Term Expiring: Jayne Darby 16800 E. 2715 N. Road, Danville, IL 61834

ALVIN DRAINAGE DISTRICT

Joanne Howard; 19943 E 3000 North Rd; Rossville, IL 60963

BEAN CREEK DRAINAGE DISTRICT

Lewis V. Lane; 30326 N 1110 East Rd; Potomac, IL 61865

BENEFICIAL SPECIAL DRAINAGE DISTRICT

Joe Peters; 38167 N 1130 East Rd; Hoopston, IL 60942

BENEFICIAL SPECIAL DRAINAGE DISTRICT

Jean Stewart; 35710 N 880 E ROAD, ROSSVILLE, IL. 60963

ELLIS DRAINAGE DISTRICT

Carl Clark 36460 N 370 East Rd ; Rankin, IL 60960

HASTINGS DRAINAGE DISTRICT

John Mills 7335 N 500 East Rd; Fairmount, IL 61841

HOOPESTON DRAINAGE DISTRICT

Cody Leemon; 11674 E 4200 North Rd; Hoopeston, IL 60942

JOHNSON DRAINAGE DISTRICT

Larry Ideus; 2047 E 3700 North Rd; Rankin, IL 60960

MAPLE GROVE DRAINAGE DISTRICT

Luke Janosik 9801 State Route 1; Westville, IL 61883

ROSS TOWNSHIP DRAINAGE DISTRICT

Peter L. Gernand Jr 6235 E 3250 North Rd; Potomac, IL 61865

UNION DR DISTRICT #1 SIDELL

Ryan Taylor; 4010 N 600 East Rd; Sidell, IL 61876

UNION DR DISTRICT #1-11002

Randy Allen; 735 CR 2800 E; Homer, IL 61849

UNION DR DISTRICT #3 – 12056

Chris Crawford; 10330 E 980 North Rd; Catlin, IL 61817

18. **Readings for August 2019**

Vermilion County Farmland Assessment Review Committee

Term Expiring: Keven Green 17938 N. 680 East Rd, Fairmount, IL 61844

3 Year Term: 06/19 – 06/22 (Declined re-appointment)

Ellis Drainage District # 9609

Term Expiring: Jon Fourez 2264 E. 3800 North, Rankin, IL 60960

3 Year Term: 09/19 – 09/22

Georgetown Fire Protection District # 10660

Term Expiring: Brad Hayes 301 S. Church Street, Georgetown, IL 61846

3 Year Term: 09/19 – 09/22

Little Vermilion Outlet Drainage District # 9925

Term Expiring: Gerald Taylor 4008 N. 600 East Road, Sidell, IL 61876

3 Year Term: 09/19 – 09/22

Pleasant Hill Drainage District # 8124

Term Expiring: Dale McCalla 32642 N. 2100 East Road, Rossville, IL 60963

3 Year Term: 09/19 – 09/22

Stoney Creek Drainage District # 5551

Term Expiring: Rudy Schmidt 351 E. 2250 North Road, Ogden, IL 61859

3 Year Term: 09/19 – 09/22

Union Drainage District #1 (Newell & S. Ross)

Term Expiring: Dan Cunningham 26528 N. 2150 East Rd, Bismarck, IL 61814

3 Year Term: 09/19 – 09/22

Vermilion County Conservation District

Term Expiring: Jonathan Myers 6624 E. Lincoln Trail Road, Fithian, IL 61844

5 Year Term: 06/19 – 06/24 (Unable to be reappointed per bi-laws)

19. **Appointments for August 2019**

The following appointment is for the **Ross Township Drainage District #8764**
Appointment: Andrew Gernand, 1194 E. 3200 North Road, Potomac, IL 61865
3 Year Term: 09/19 – 09/22

The following appointment is for the **Union Drainage District #1- 11002**
(Homer & Sidell) Appointment: George Heppe III 736B County Rod 2500 E,
Homer, IL 61849 3 Year Term: 09/19 – 09/22 Application on file.

The following appointment is for the **Union Drainage District No. 1 (Sidell & Young American) Appointment:** John Rogers 334 N. Alabama St., Chrisman,
IL 61924 3 Year Term: 09/19 – 09/22 Application on file.

Appointment of Merit Commission members pursuant to 55 ILCS 5/3-8003: David Ryan 107 W. Raymond St., Danville, IL 61832
Donald Ritter 14169 E. 220 North Road, Danville, IL 61832
Earl Rumbaugh 1310 Park Haven, Danville, IL 61832

20. **Vacancies**

Bean Creek Drainage District

Term Expiring: Lewis Lane 30326 N 1110 E. Road, Potomac, IL 61865
3 Year Term: 09/2018- 09/2021

Beneficial Special Drainage District

Term Expiring: Joe Peters
38167 N 1130 East Rd, Hoopeston, IL 60942
3 Year Term: 09/2018 – 09/2021

Drainage District # 1 - # 8445 (GRANT TWP)

Term Expiring: Brad Herman
17260 State Route 9, Hoopeston, IL 60942
3 Year Term: 09/2018 – 09/2021

Feather Creek Drainage District No. 1 # 10253

Term Expiring: Charles Trimble
3285 E. 2000 N. Road, Fithian, IL 61844
3 Year Term: 09/2018 – 09/2021
*Declined re-appointment application.

Feather Creek Drainage District No.2 #8728

Term Expiring: H.E. (Fuzz) Hadden
21240 N. 750 East Rd, Danville, IL 61834
3 Year Term: 09/2018 – 09/2021

Grape Creek Drainage District # 7657

Term Expiring: Charles Melecosky
12699 N. 1380 East Road, Westville, IL 61883
3 Year Term: 09/2018 – 09/2021

Ross Township Drainage District # 8764

Term Expiring: Peter Gernand, Jr.
6235 E. 3250 N. Road, Potomac, IL 61865
3 Year Term: 09/2018 – 09/2021

Union Drainage District # 1 - #11002

Term Expiring: Randy Allen
735 County Road 2800 E, Homer IL 61849
3 Year Term: 09/2018 – 09/2021

Union Drainage District # 1 (Sidell & Young American)

Term Expiring: Ryan Taylor
4010 N. 600 East Road, Sidell, IL 61876
3 Year Term: 09/2018 – 09/2021

CRIS Rural Mass Transit Board of Directors

Term Expiring: Jerry Prideaux (deceased)
31 Lake Shore Dr., Danville, IL 61832
3 Year Term – 10/2018 – 10/2021

Olivet Public Water District # 65-Z-47:

Chuck Leaman, 15531 Illinois Avenue, Georgetown, IL 61846
3 Year Term: 5/19 – 5/22

Vermilion County Housing Authority

Norman Anglin, 1013 Belton, Danville, IL 61832 (Moved)
Term 05/18 – 05/23

Drainage District No. 4 #10478 (Jamaica & Sidell)

Jay Hageman 7558 N. 300 East Road, Fairmount, IL 61841 (Deceased)
3 Year Term: 09/19 – 09/22

Union Drainage District 3 - # 12056

Jay Hageman 7558 N. 300 E. Road, Fairmount, IL 61841 (Deceased)
3 Year Term: 09/19 – 09/22

21. Adjourn to Tuesday September 10, 2019, 6 PM- At the Vermilion County Administration Building located at 201 N. Vermilion Street

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

VERMILION COUNTY BOARD
July 9, 2019
6:00 P.M.

MINUTES

The County Board of Vermilion County, State of Illinois met in the County Board Room in the Vermilion County Administration Building in the City of Danville, Vermilion County, Illinois on the 9th day of July, 2019.

Upon call of the roll, 23 were present, 4 absent. Mr. Bieritz, Mr. Hart, Mr. Morse and Mr. A. J. Wright were absent.

Invocation: Ms. Phearn Butler

Mr. Nesbitt led the Pledge of Allegiance

Attest: Cathy Jenkins, County Clerk

Chairman Baughn in the Chair

ADOPTION OR AMENDMENT TO THE AGENDA

Chairman Baughn entertained a motion to approve the agenda as presented striking item 11 A Collection of Delinquent Taxes, also striking Brent Richards, Wayne Rademacher and Scott Wahlfeldt from the appointments: Motion made by Ms. Brenneman Second by Ms. Witzel. Motion carried by acclamation.

APPROVAL OF MINUTES

Chairman Baughn entertained a motion to approve minutes as presented. Motion made by Mr. Eakle. Second by Mr. Bird. Motion carried by acclamation.

REPORT ON CLAIMS -JUNE 2019

Chairman Baughn entertained a motion to dispense with the reading of the Report on Claims and place on file. Moved by Mr. Fourez. Second by Mr. Weaver.

Upon call of the roll, 23 voted yes, 4 absent. Motion carried.

The following members voted yea, to-wit:

Bird Boyd Butler Duncan Eakle Frazier-Brenneman Fourez Golden Green Haton Mackiewicz
Mockbee Nesbitt O’Kane Stark, Becky Stark, Bruce Thatcher Walls Watson Witzel Weaver
Wright, Dan Baughn

The following members were absent, to-wit:

Bieritz Hart Morse Wright, A. J.



Report on Claims June 2019

Account	Account Description	MTD Debits
Fund	001 - GENERAL FUND	
	Fund 001 - GENERAL FUND Totals	\$936,185.83
Fund	002 - IMRF FUND	
	Fund 002 - IMRF FUND Totals	\$86,501.79
Fund	003 - VERMILION CO HEALTH DEPARTMENT	
	Fund 003 - VERMILION CO HEALTH DEPARTMENT Totals	\$94,831.03
Fund	004 - MENTAL HEALTH 708 FUND	
	Fund 004 - MENTAL HEALTH 708 FUND Totals	\$71,802.32
Fund	005 - LIABILITY INSURANCE FUND	
	Fund 005 - LIABILITY INSURANCE FUND Totals	\$13,281.35
Fund	006 - PSB RENT FUND	
	Fund 006 - PSB RENT FUND Totals	\$367,204.77
Fund	007 - COUNTY HIGHWAY FUND	
	Fund 007 - COUNTY HIGHWAY FUND Totals	\$74,246.78
Fund	008 - MFT COUNTY FUND	
	Fund 008 - MFT COUNTY FUND Totals	\$1,285,293.25
Fund	009 - LAW ENFORCEMENT FUND	
	Fund 009 - LAW ENFORCEMENT FUND Totals	\$131,292.70
Fund	010 - INDEMNITY FUND	
	Fund 010 - INDEMNITY FUND Totals	\$0.00
Fund	011 - ANIMAL CONTROL FUND	
	Fund 011 - ANIMAL CONTROL FUND Totals	\$59,661.83
Fund	013 - GIS AUTOMATION FUND	
	Fund 013 - GIS AUTOMATION FUND Totals	\$2,798.64
Fund	014 - PROBATION SERVICE FUND	
	Fund 014 - PROBATION SERVICE FUND Totals	\$20,070.22
Fund	015 - COUNTY CLERK VITAL RECORDS	
	Fund 015 - COUNTY CLERK VITAL RECORDS Totals	\$1,454.00
Fund	016 - 911 FUND	
	Fund 016 - 911 FUND Totals	\$0.00
Fund	017 - TOWNSHIP BRIDGE PROGRAM FUND	
	Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND Totals	\$737,062.61
Fund	018 - CO CLERK TAX AUTOMATION FUND	
	Fund 018 - CO CLERK TAX AUTOMATION FUND Totals	\$0.00
Fund	019 - FICA (SOCIAL SECURITY)	
	Fund 019 - FICA (SOCIAL SECURITY) Totals	\$89,882.48
Fund	022 - STATE'S ATTY AUTOMATION	

Fund	022 - STATE'S ATTY AUTOMATION	Totals	\$0.00	
Fund	023 - CASA FUND			
	Fund	023 - CASA FUND	Totals	\$0.00
Fund	033 - V C HEALTH INSURANCE FUND			
	Fund	033 - V C HEALTH INSURANCE FUND	Totals	\$0.00
Fund	034 - VC HEALTH INS- AETNA			
	Fund	034 - VC HEALTH INS- AETNA	Totals	\$144,929.72
Fund	035 - CORONER'S AUTOMATION			
	Fund	035 - CORONER'S AUTOMATION	Totals	\$426.85
Fund	036 - EIU FUND			
	Fund	036 - EIU FUND	Totals	\$0.00
Fund	037 - FINGERPRINT FUND			
	Fund	037 - FINGERPRINT FUND	Totals	\$0.00
Fund	038 - SALE IN ERROR FUND			
	Fund	038 - SALE IN ERROR FUND	Totals	\$0.00
Fund	039 - INFRASTRUCTURE FUND			
	Fund	039 - INFRASTRUCTURE FUND	Totals	\$0.00
Fund	041 - CAPITAL IMPROVEMENTS FUND			
	Fund	041 - CAPITAL IMPROVEMENTS FUND	Totals	\$6,578.72
Fund	042 - NORTH FORK SPEC SERV AREA 1			
	Fund	042 - NORTH FORK SPEC SERV AREA 1	Totals	\$0.00
Fund	043 - NORTH FORK SPEC SERV AREA 2			
	Fund	043 - NORTH FORK SPEC SERV AREA 2	Totals	\$0.00
Fund	044 - NORTH FORK SPEC SERV AREA 3			
	Fund	044 - NORTH FORK SPEC SERV AREA 3	Totals	\$0.00
Fund	048 - LAW ENFORCEMENT GRANT			
	Fund	048 - LAW ENFORCEMENT GRANT	Totals	\$0.00
Fund	052 - ELECTRONIC CITATION FUND			
	Fund	052 - ELECTRONIC CITATION FUND	Totals	\$0.00
Fund	053 - VC DRUG ABUSE PREVENTION PRG			
	Fund	053 - VC DRUG ABUSE PREVENTION PRG	Totals	\$0.00
Fund	054 - REGIONAL SUPT/DIRECT SERVICE			
	Fund	054 - REGIONAL SUPT/DIRECT SERVICE	Totals	\$0.00
Fund	057 - REGIONAL SUPT/TRUSTEES			
	Fund	057 - REGIONAL SUPT/TRUSTEES	Totals	\$0.00
Fund	058 - REGIONAL SUPT/INSTITUTE			
	Fund	058 - REGIONAL SUPT/INSTITUTE	Totals	\$0.00
Fund	059 - REGIONAL SUPT/BUS DRIVERS			
	Fund	059 - REGIONAL SUPT/BUS DRIVERS	Totals	\$0.00
Fund	060 - REGIONAL SUPT/GED			
	Fund	060 - REGIONAL SUPT/GED	Totals	\$0.00
Fund	061 - MFT TOWNSHIP FUND			
	Fund	061 - MFT TOWNSHIP FUND	Totals	\$451,018.74
Fund	062 - COUNTY BRIDGE FUND			
	Fund	062 - COUNTY BRIDGE FUND	Totals	\$1,346.16
Fund	063 - LAW LIBRARY FUND			

Fund	063 - LAW LIBRARY FUND Totals	\$5,334.88
Fund	064 - DRAINAGE DISTRICT FUND	
	Fund 064 - DRAINAGE DISTRICT FUND Totals	\$4,099.83
Fund	066 - VC SOLID WASTE MANAGEMENT	
	Fund 066 - VC SOLID WASTE MANAGEMENT Totals	\$16,091.44
Fund	069 - WORKING CASH FUND	
	Fund 069 - WORKING CASH FUND Totals	\$0.00
Fund	070 - COUNTY COLLECTION FUND	
	Fund 070 - COUNTY COLLECTION FUND Totals	\$0.00
Fund	071 - TRAFFIC FEE FUND	
	Fund 071 - TRAFFIC FEE FUND Totals	\$1,350.00
Fund	072 - TREASURER'S ACCT FUND	
	Fund 072 - TREASURER'S ACCT FUND Totals	\$0.00
Fund	074 - COURT AUTOMATION FUND	
	Fund 074 - COURT AUTOMATION FUND Totals	\$6,428.55
Fund	075 - COURT SECURITY FEE FUND	
	Fund 075 - COURT SECURITY FEE FUND Totals	\$12,170.92
Fund	076 - RECORDER SPECIAL FUND	
	Fund 076 - RECORDER SPECIAL FUND Totals	\$220.00
Fund	077 - DEPOSIT FUND	
	Fund 077 - DEPOSIT FUND Totals	\$30,625.00
Fund	078 - CIRCUIT CLERK OPER & ADMIN	
	Fund 078 - CIRCUIT CLERK OPER & ADMIN Totals	\$0.00
Fund	079 - COURT DOCUMENT STORAGE FUND	
	Fund 079 - COURT DOCUMENT STORAGE FUND Totals	\$6,422.36
Fund	080 - DRUG COURT FEE FUND	
	Fund 080 - DRUG COURT FEE FUND Totals	\$0.00
Fund	081 - VC ELECTRONIC MONITOR	
	Fund 081 - VC ELECTRONIC MONITOR Totals	\$41,414.00
Fund	084 - UNKNOWN HEIRS	
	Fund 084 - UNKNOWN HEIRS Totals	\$0.00
Fund	085 - UNCLAIMED FUNDS	
	Fund 085 - UNCLAIMED FUNDS Totals	\$0.00
Fund	086 - BOARD OF ELECTION FUND	
	Fund 086 - BOARD OF ELECTION FUND Totals	\$0.00
Fund	087 - REGIONAL SUPT/STATE AID	
	Fund 087 - REGIONAL SUPT/STATE AID Totals	\$0.00
Fund	088 - TREASURER AUTOMATION FUND	
	Fund 088 - TREASURER AUTOMATION FUND Totals	\$0.00
Fund	089 - PAYROLL CLEARING FUND	
	Fund 089 - PAYROLL CLEARING FUND Totals	\$0.00
Fund	090 - VC TRUSTEE REVOLVING FUND	
	Fund 090 - VC TRUSTEE REVOLVING FUND Totals	\$0.00
Fund	091 - CHILD SUPPORT/MAINT	
	Fund 091 - CHILD SUPPORT/MAINT Totals	\$2,869.92
Fund	095 - SECTION 18/CRIS GRANT	

	Fund 095 - SECTION 18/CRIS GRANT Totals	\$0.00
Fund 097 - VICTIM WITNESS/ATTY GENERAL		
	Fund 097 - VICTIM WITNESS/ATTY GENERAL Totals	\$2,298.86
Fund 099 - VC MEG/EXP MULTI-JUR NARC		
	Fund 099 - VC MEG/EXP MULTI-JUR NARC Totals	\$293.52
	Grand Totals	\$4,705,489.07

Submitted by Bill Wright, Vermilion County Auditor, July 8, 2019

RAFFLE/POKER RUN APPLICATION LIST

Chairman Baughn entertained a motion to dispense with the list and place it on file. Moved by Mr. Baughn. Second by Ms. Mackiewicz. Motion carried by acclamation.

AUDIENCE COMMENTS

Mr. Arthur Cronkhite spoke on wind turbines. Ms. Germaine Light gave her praises for the Senator Scott Bennett and the work he has put in to Senate Bill 9 regarding the coal ash prevention.

LEGISLATIVE UPDATE-STATE SENATOR SCOTT BENNETT

State Senator Scott Bennett provided a legislative update on Springfield. He spoke about Danville receiving a license for a casino, passing Senate Bill 9-Coal Ash Prevention with bipartisan help as well as passing a state budget.

I. EXECUTIVE & LEGISLATION (BAUGHN)

A. RESOLUTION: POLICY REGARDING NAMING OF PUBLIC PROPERTY

Chairman Baughn entertained a motion to dispense with the reading and for its passage. Moved by Mr. Weaver. Second by Ms. Becky Stark.

Upon call of the roll, 23 voted yes, 4 absent. Motion carried.

The following members voted yea, to-wit:

Bird Boyd Butler Duncan Eakle Frazier-Brenneman Fourez Golden Green Haton Mackiewicz
Mockbee Nesbitt O’Kane Stark, Becky Stark, Bruce Thatcher Walls Watson Witzel Weaver
Wright, Dan Baughn

The following members were absent, to-wit:

Bieritz Hart Morse Wright, A. J.

(RESOLUTION 19-0701)

II. FINANCE/PERSONNEL (FOUREZ)

A. FINANCIAL UPDATE

Mr. Fourez reported that finances are tracking as they should be. There are no red flags at this time. Next year's budget planning is underway as well as the audit.

B. ORDINANCE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR BUILDING AND GROUNDS-\$65,000 TELEPHONE LINE

Mr. Fourez entertained a motion to dispense with the reading and approve the passage as presented. Moved by Mr. Fourez. Second by Mr. Golden.

Upon call of the roll, 23 voted yes, 4 absent. Motion carried.

The following members voted yea, to-wit:

Bird Boyd Butler Duncan Eakle Frazier-Brenneman Fourez Golden Green Haton Mackiewicz
Mockbee Nesbitt O'Kane Stark, Becky Stark, Bruce Thatcher Walls Watson Witzel Weaver
Wright, Dan Baughn

The following members were absent, to-wit:

Bieritz Hart Morse Wright, A. J.

(ORDINANCE 19-0702)

V. EXECUTIVE SESSION:

Chairman Baughn stated there was no need for Executive Session.

VI. CHAIRMAN'S COMMENTS/ITEMS OF INFORMATION

A. Happy Birthday to Kevin Green, Jim Watson and Deanna Witzel.

B. Committee Chairperson's Comments: Mr. Baughn commented that the solar policy will stay on display for 30 more days and will be voted on in August also there will be an Executive/Legislation committee meeting in August, and Mr. Nesbit-nothing at this time, Mr. Fourez-regular monthly meeting, Golden-nothing at this time, Mr. Green-please support the Kickapoo Rail Trail fundraiser (see him for details), Mr. Hart-absent, Mr. Nesbitt-nothing at this time, Mr. Eakle-there may be a meeting, Ms. Walls-nothing at this time, Mr. Bieritz-absent, Mr. Morse-absent.

C. Board Member Comments: Mr. Mockbee is selling tickets for the Bismarck Lion's Club fish fry on August 3rd.

VII. ANNOUNCEMENTS FOR APRIL 2019:

CRIS RURAL MASS TRANSIT BOARD OF DIRECTORS-Term Expiring: Jayne Darby 16800 E. 2715 N. Rd., Danville, IL 61834
3 Year Term:10/2019-10/2022

VIII. READINGS FOR JULY 2019:

Vermillion County Farmland Assessment Review Committee-Term Expiring: Kevin Green 17938 N. 680 E. Rd., Fairmount, IL 61844 3 Year Term: 06/19-06/22

Georgetown Fire Protection #10660/Georgetown Ambulance Board:
Brad Hayes, 301 S. Church St., Georgetown, IL 61846
3 Year Term: 9/19-9/22

Ellis Drainage District #9609-Term Expiring: Jon Fourez 2264 E. 3800 N. Rd., Rankin, IL 60960
3 Year Term: 09/19-09/22

Little Vermillion Outlet Drainage District #9925-Term Expiring: Gerald Taylor 4008 N. 600 E. Rd., Sidell, IL 61876 3 Year Term-09/19-09/22

Pleasant Hill Drainage District # 8124- Term Expiring: Dale McCalla 32642 N. 2100 E. Rd., Rossville, IL 60963 3 Year Term: 09/19-09/22

Ross Township Drainage District # 8764- Term Expiring: Andrew Gernand 1194 E. 3200 N. Rd., Potomac, IL 61865 3 Year Term: 09/19-09/22

Stoney Creek Drainage District # 5551- Term Expiring: Rudy Schmidt 351 E. 2250 N. Rd., Ogden, IL 61859 3 Year Term: 09/19-09/22

Union Drainage District #1-1102 (Homer and Sidell)- Term Expiring: George Heppe III 736B County Road 2500 E., Homer, IL 61849 3 Year Term: 09/19-09/22

Union Drainage District #1 (Newell and South Ross)-Term Expiring: Dan Cunningham 26528 N. 2150 E. Rd., Bismarck, IL 61814 3 Year Term: 09/19-09/22

Union Drainage District #1 (Sidell and Young American)-Term Expiring: John Rogers 334 n. Alabama St., Chrisman, IL 61924 3 Year Term: 09/19-09/22

Vermillion County Conservation District-Term Expiring: Jonathan Myers 6624 E. Lincoln Trail Road, Fithian, IL 61844 5 Year Term: 06/19-06/24

IX. APPOINTMENTS FOR JULY 2019:

Chairman Baughn entertained a motion for concurrence with the following appointments. Moved by Mr. Bird. Second by Ms. Walls. Motion carried by acclamation.

The following appointments are for the **Pleasant View Drainage District #8040**
Appointment: Kim Jolley 304 E. South, Fairmount, IL 61841

3 Year Term: 9/19-9/22
Application on file.

The following appointment are for the **Hastings Drainage District #9267:**
Appointment: Tony Beck 913 E. 550 N. Rd., Allerton, IL 61810
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for **Drainage District No. 1 #8445 (Grant Twp.)**
Appointment: Kevin Weinard 18768 E. 3600 N. Rd., Rossville, IL 60963
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Fairmount Drainage District:**
Appointment: Rodney Woodard 110 W. Clyde St. POB 292, Fairmount, IL 61841
3 Year Term: 5/19-5/22
Application on file.

The following appointment is for the **Grape Creek Drainage District #7657:**
Appointment: Keith Brown 708 W. Vermilion, Catlin, IL 61817
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Johnson Drainage District #8735:**
Appointment: David Anderson 6614 State Route 9, Rankin, IL 60960
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Drainage District No. 2 #9154:**
Appointment: Timothy Puzey 7145 N. 680 E. Rd., Sidell, IL 61876
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Eight Mile Drainage District #7251:**
Appointment: Irvin Story 26740 Henning Rd., Danville, IL 61834
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Jamesburg Special Drainage District #7659:**
Appointment: Irvin Story 26740 Henning Rd., Danville, IL 61834
3 Year Term: 9/19-9/22
Application on file.

The following appointment is for the **Rossville Area Fire Protection District:**
Appointment: Eric Roberts 312 S. Chicago St., Rossville, IL 60963
3 Year Term: 5/19-5/22
Application on file.

Informational Note: Center Creek, Feather Creek 1 and 2 are consolidated by recent court order the members currently appointed will remain appointed by virtue of the court order.

X. VACANCIES (CARRYOVERS)

Bean Creek Drn. Dist.	Term Expiring: Lewis Lane 30326 N 1110 E. Road, Potomac, IL 61865 3 Year Term: 09/2018-09/2021
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Beneficial Special Drn. Dist.	Term Expiring: Joe Peters 38167 N 1130 East Rd, Hoopeston, IL 60942 3 Year Term: 09/2018-09/2021
Drn. Dist. #1 #8445 (Grant Twnshp.)	Term Expiring: Brad Herman 17260 State Route 9, Hoopeston, IL 60942 3 Year Term: 09/2018-09/2021
Feather Creek Drn. Dist. No.1 #10253	Term Expiring: Charles Trimble 3285 E. 2000 N. Road, Fithian, IL 61844 3 Year Term: 09/2018-09/2021 *Declined re-appointment application.
Feather Creek Drn. Dist No. 2 #8728	Term Expiring: H.E. (Fuzz) Hadden 21240 N. 750 East Rd, Danville, IL 61834 3 Year Term: 09/2018-09/2021
Grape Creek Drn. Dist. #7657	Term Expiring: Charles Melecosky 12699 N. 1380 East Road, Westville, IL 61883 3 Year Term: 09/2018-09/2021
Ross Twnshp. Drn. Dist. #8764	Term Expiring: Peter Gernand Jr. 6235 E. 3250 N. Road, Potomac, IL 61865 3 Year Term: 09/2018-09/2021
Union Drn. Dist. #1-#11002	Term Expiring: Randy Allen 735 County Rd. 2800 East, Homer, IL 61849 3 Year Term: 09/2018-09/2021
Union Drn. Dist. #1 (Sidell and Young American)	Term Expiring: Ryan Taylor 4010 N. 600 East Road, Sidell, IL 61876 3 Year Term: 09/2018-09/2021
CRIS Rural Mass Transit Board of Directors	Term Expiring: Jerry Prideaux (deceased) 31 Lake Shore Dr., Danville, IL 61832 3 Year Term: 10/2018-10/2021
Olivet Public Water District #65-Z-47	Term Expiring: Chuck Leaman, 15531 Illinois Ave., Georgetown, IL 61846 3 Year Term: 05/19-05/22
Vermilion County Housing Authority	Norman Anglin 1013 Belton, Danville, IL 61832 (Moved) 5 Year Term: 05/18-05/23
Drainage District No. 4 #10478	Jay Hageman (deceased) 7558 N. 300 E. Rd., Fairmount, IL 61841

(Jamaica & Sidell)

3 Year Term: 09/19-09/22

Union Drainage
District 3 #12056

Jay Hageman (deceased)
7558 N. 300 E. Rd., Fairmount, IL 61841
3 Year Term: 09/19-09/22

XI. ADJOURN

Meeting adjourned at 6:39 p.m. to Tuesday, August 13, 2019 at 6 p.m.

Cathy Jenkins, County Clerk



July 2019 Report on Claims

Account	Account Description	MTD Debits
Fund 001 - GENERAL FUND	Fund 001 - GENERAL FUND Totals	\$974,572.56
Fund 002 - IMRF FUND	Fund 002 - IMRF FUND Totals	\$99,113.71
Fund 003 - VERMILION CO HEALTH DEPARTMENT	Fund 003 - VERMILION CO HEALTH DEPARTMENT Totals	\$100,499.15
Fund 004 - MENTAL HEALTH 708 FUND	Fund 004 - MENTAL HEALTH 708 FUND Totals	\$73,942.96
Fund 005 - LIABILITY INSURANCE FUND	Fund 005 - LIABILITY INSURANCE FUND Totals	\$16,445.08
Fund 006 - PSB RENT FUND	Fund 006 - PSB RENT FUND Totals	\$351,663.45
Fund 007 - COUNTY HIGHWAY FUND	Fund 007 - COUNTY HIGHWAY FUND Totals	\$82,452.92
Fund 008 - MFT COUNTY FUND	Fund 008 - MFT COUNTY FUND Totals	\$100,350.97
Fund 009 - LAW ENFORCEMENT FUND	Fund 009 - LAW ENFORCEMENT FUND Totals	\$140,674.30
Fund 010 - INDEMNITY FUND	Fund 010 - INDEMNITY FUND Totals	\$50,202.70
Fund 011 - ANIMAL CONTROL FUND	Fund 011 - ANIMAL CONTROL FUND Totals	\$53,478.24
Fund 013 - GIS AUTOMATION FUND	Fund 013 - GIS AUTOMATION FUND Totals	\$15,767.43
Fund 014 - PROBATION SERVICE FUND	Fund 014 - PROBATION SERVICE FUND Totals	\$15,811.35
Fund 015 - COUNTY CLERK VITAL RECORDS	Fund 015 - COUNTY CLERK VITAL RECORDS Totals	\$2,614.00
Fund 016 - 911 FUND	Fund 016 - 911 FUND Totals	\$0.00
Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND	Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND Totals	\$0.00
Fund 018 - CO CLERK TAX AUTOMATION FUND	Fund 018 - CO CLERK TAX AUTOMATION FUND Totals	\$0.00



July 2019 Report on Claims

Fund	019 - FICA (SOCIAL SECURITY)	
Fund	019 - FICA (SOCIAL SECURITY) Totals	\$91,498.49
Fund	022 - STATE'S ATTY AUTOMATION	
Fund	022 - STATE'S ATTY AUTOMATION Totals	\$0.00
Fund	023 - CASA FUND	
Fund	023 - CASA FUND Totals	\$0.00
Fund	033 - V C HEALTH INSURANCE FUND	
Fund	033 - V C HEALTH INSURANCE FUND Totals	\$0.00
Fund	034 - VC HEALTH INS- AETNA	
Fund	034 - VC HEALTH INS- AETNA Totals	\$212,463.45
Fund	035 - CORONER'S AUTOMATION	
Fund	035 - CORONER'S AUTOMATION Totals	\$1,342.93
Fund	036 - EIU FUND	
Fund	036 - EIU FUND Totals	\$0.00
Fund	037 - FINGERPRINT FUND	
Fund	037 - FINGERPRINT FUND Totals	\$0.00
Fund	038 - SALE IN ERROR FUND	
Fund	038 - SALE IN ERROR FUND Totals	\$50,000.00
Fund	039 - INFRASTRUCTURE FUND	
Fund	039 - INFRASTRUCTURE FUND Totals	\$0.00
Fund	041 - CAPITAL IMPROVEMENTS FUND	
Fund	041 - CAPITAL IMPROVEMENTS FUND Totals	\$0.00
Fund	042 - NORTH FORK SPEC SERV AREA 1	
Fund	042 - NORTH FORK SPEC SERV AREA 1 Totals	\$382.26
Fund	043 - NORTH FORK SPEC SERV AREA 2	
Fund	043 - NORTH FORK SPEC SERV AREA 2 Totals	\$144.04
Fund	044 - NORTH FORK SPEC SERV AREA 3	
Fund	044 - NORTH FORK SPEC SERV AREA 3 Totals	\$27.70
Fund	048 - LAW ENFORCEMENT GRANT	
Fund	048 - LAW ENFORCEMENT GRANT Totals	\$0.00
Fund	052 - ELECTRONIC CITATION FUND	
Fund	052 - ELECTRONIC CITATION FUND Totals	\$0.00
Fund	053 - VC DRUG ABUSE PREVENTION PRG	
Fund	053 - VC DRUG ABUSE PREVENTION PRG Totals	\$0.00
Fund	054 - REGIONAL SUPT/DIRECT SERVICE	
Fund	054 - REGIONAL SUPT/DIRECT SERVICE Totals	\$0.00
Fund	057 - REGIONAL SUPT/TRUSTEES	
Fund	057 - REGIONAL SUPT/TRUSTEES Totals	\$0.00



July 2019 Report on Claims

Fund	057 - REGIONAL SUPT/TRUSTEES	Totals	\$0.00
Fund	058 - REGIONAL SUPT/INSTITUTE	Totals	\$0.00
Fund	059 - REGIONAL SUPT/BUS DRIVERS	Totals	\$0.00
Fund	060 - REGIONAL SUPT/GED	Totals	\$0.00
Fund	061 - MFT TOWNSHIP FUND	Totals	\$295,831.69
Fund	062 - COUNTY BRIDGE FUND	Totals	\$35,071.67
Fund	063 - LAW LIBRARY FUND	Totals	\$2,250.00
Fund	064 - DRAINAGE DISTRICT FUND	Totals	\$4,406.78
Fund	066 - VC SOLID WASTE MANAGEMENT	Totals	\$11,676.52
Fund	069 - WORKING CASH FUND	Totals	\$0.00
Fund	070 - COUNTY COLLECTION FUND	Totals	\$0.00
Fund	071 - TRAFFIC FEE FUND	Totals	\$115,226.41
Fund	072 - TREASURER'S ACCT FUND	Totals	\$40,784.26
Fund	074 - COURT AUTOMATION FUND	Totals	\$44,011.44
Fund	075 - COURT SECURITY FEE FUND	Totals	\$11,282.43
Fund	076 - RECORDER SPECIAL FUND	Totals	\$0.00
Fund	077 - DEPOSIT FUND	Totals	\$34,266.92
Fund	078 - CIRCUIT CLERK OPER & ADMIN	Totals	\$210.56
Fund	079 - COURT DOCUMENT STORAGE FUND	Totals	\$38,594.00



July 2019 Report on Claims

Fund	080 - DRUG COURT FEE FUND	
	Fund	080 - DRUG COURT FEE FUND Totals
		\$0.00
Fund	081 - VC ELECTRONIC MONITOR	
	Fund	081 - VC ELECTRONIC MONITOR Totals
		\$1,689.00
Fund	084 - UNKNOWN HEIRS	
	Fund	084 - UNKNOWN HEIRS Totals
		\$0.00
Fund	085 - UNCLAIMED FUNDS	
	Fund	085 - UNCLAIMED FUNDS Totals
		\$0.00
Fund	086 - BOARD OF ELECTION FUND	
	Fund	086 - BOARD OF ELECTION FUND Totals
		\$0.00
Fund	087 - REGIONAL SUPT/STATE AID	
	Fund	087 - REGIONAL SUPT/STATE AID Totals
		\$0.00
Fund	088 - TREASURER AUTOMATION FUND	
	Fund	088 - TREASURER AUTOMATION FUND Totals
		\$445.00
Fund	089 - PAYROLL CLEARING FUND	
	Fund	089 - PAYROLL CLEARING FUND Totals
		\$300,660.18
Fund	090 - VC TRUSTEE REVOLVING FUND	
	Fund	090 - VC TRUSTEE REVOLVING FUND Totals
		\$1,316.80
Fund	091 - CHILD SUPPORT/MAINT	
	Fund	091 - CHILD SUPPORT/MAINT Totals
		\$1,804.47
Fund	095 - SECTION 18/CRIS GRANT	
	Fund	095 - SECTION 18/CRIS GRANT Totals
		\$0.00
Fund	097 - VICTIM WITNESS/ATTY GENERAL	
	Fund	097 - VICTIM WITNESS/ATTY GENERAL Totals
		\$2,298.86
Fund	099 - VC MEG/EXP MULTI-JUR NARC	
	Fund	099 - VC MEG/EXP MULTI-JUR NARC Totals
		\$0.00
	Grand Totals	\$3,375,274.68

Prepared by Bill Wright, Vermilion County Auditor, August 7, 2019

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
08-19-001	141483	SUR	MICHAEL AKINS	13-03-101-033-0040	SOUTH ROSS	8,617.00	80.67	0.00	0.00	1,801.56	6,684.07
				102 VINTON ST., HENNING, IL 61848							
08-19-002	130874	REC	WBG LLC SERIES C	23-06-430-002-0040	DANVILLE	1,981.16	79.25	0.00	0.00	20.00	1,861.91
				413 GRANT ST., DANVILLE, IL 61832							
Totals						\$10,598.16	\$159.92	\$0.00	\$0.00	\$1,821.56	\$8,565.98

						Clerk Fees				\$159.92	
						Recorder/Sec of State Fees				\$0.00	
						Total to County				\$8,725.90	
Committee Members											

RESOLUTION



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

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

L D LANES 4TH ADD TO HENNING L26 & 27 Tract#: SROS 1085

PERMANENT PARCEL NUMBER: 13-03-101-033-0040

As described in certificate(s): 141483 sold on November 09, 2015

Commonly known as: 102 VINTON ST.

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

WHEREAS, Michael Akins, has paid \$8,566.30 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$6,684.07 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$80.67 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. Michael Akins shall receive \$50.70 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$6,684.07 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

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

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

TINCHER & ENGLISH ADD TO DANVILLE L79

PERMANENT PARCEL NUMBER: 23-06-430-002-0040

As described in certificate(s): 130874 sold on November 10, 2014

Commonly known as: 413 GRANT ST.

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, Wbg Llc Series C, has paid \$1,981.16 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$1,881.91 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$79.25 for cancellation of Certificate(s), Clerk Notice Fee and to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$0.00 for recording. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,881.91 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

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

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION

RE: Tilton Annexation – Animal Shelter

WHEREAS, the County for some time has sought to be on the utility sewer service of the Village of Tilton and that was completed under Chairman Weinard and Marron, and,

WHEREAS, the County has received the benefit of such services and the Village of Tilton has accepted the ownership of the previous sewer plant facility which served the Animal Shelter, Nursing Home and District 118 property which was to the benefit of Vermilion County, and

WHEREAS, the County agreed at the appropriate time to annex into the Village of Tilton the County property located at 14775 Catlin / Tilton Road, Danville, IL 61834, which is our Animal Control Department and Shelter, in return for such services, and the Village of Tilton is now seeking such annexation.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that County so requests such annexation and directs that the County Board Chairman execute such documents as may be necessary to achieve such annexation.

PRESENTED, APPROVED, and RESOLVED by the County Board of Vermilion County, Illinois, at their August 13, 2019, session.

DATED, this 13th day of August, 2019, A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution No. _____

RE: Village of Tilton Annexation page 2:

APPROVED BY EXECUTIVE COMMITTEE:

Larry Baughn, Jr. <i>Committee Chairperson</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Steven Fourez	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Craig Golden	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kevin Green	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Becky Stark	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Greg Thatcher	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Crisi Walls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

ORDINANCE

RE: PAYMENT OF CABLE TELEVISION FRANCHISE FEES IN VERMILION COUNTY ILLINOIS – Comcast

WHEREAS, Comcast of Illinois/Indiana/Ohio, LLC, operates a cable television system providing cable services to a portion of Vermilion County, Illinois authorized under the Authorization to Offer Cable or Video Services granted by the Illinois Commerce Commission pursuant to 220 ILCS 5/21-401; and

WHEREAS, the County under 220 ILCS 5/21-801 permits the County to collect service provider fees from a cable operator operating within the County pursuant to State authorization; and

WHEREAS, the County hereby adopts this ordinance relative to collection of service providers fees from Comcast of Illinois/Indiana/Ohio, LLC.

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

Section 1 Comcast of Illinois/Indiana/Ohio, LLC (hereinafter “Comcast”) shall pay an annual service provider fee to the County in the amount equal to 5 % gross revenues derived from the provision of cable or video services to households located within Vermilion County. The twelve-month period for the computation of the service provider fee shall be a calendar year.

Section 2. The service provider fee for payment shall be due quarterly and payable within 45 days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the grantee showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

Section 3. For purposes of the calculation of service provider fee, ‘gross revenues shall mean consideration of any kind or nature, including but not limited to, cash, credits, property, and in-kind contributions received by Comcast for the operation of its cable system to provide cable or video services within the County, including the following:

- (i) Recurring charges for cable service or video service;
- (ii) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges;

(iii) Rental of set-top boxes and other cable service or video service equipment; (iv) Service charges related to the provision of cable service or video service, including, but not limited to, activation, installation, and repair charges; (v) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges;

(vi) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

(vii) A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the local unit of government's jurisdiction. The allocation shall be based on the number of subscribers in the local unit of government divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(viii) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to item (ix) of this paragraph (1).

(ix) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

(x) The service provider fee permitted by subsection (b) of 220 ILCS 5/21-801.

Section 4. For purposes of the calculation of the service provider fee, "gross revenues" shall not include:

(i) Revenues not actually received, even if billed, such as bad debt, subject to item (vi) of paragraph (1) of this subsection (c).

(ii) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.

(iii) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing, or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.

(iv) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the local unit of government's jurisdiction and pay the fee permitted by subsection (b) of this Section with respect to the service.

(v) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.

(vi) Security deposits collected from subscribers.

(vii) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

Section 5. If any section, paragraph, subdivision, clause, sentence, or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which shall remain and continue in full force and effect.

Section 6. The Franchise Agreement attached hereto and incorporated by reference shall be signed by the County Board Chairman and may be modified from time to time in a manner not inconsistent with Federal or State law or this Ordinance, when by mutual agreement of the Parties they deem it appropriate.

Section 7. This ordinance shall become effective immediately upon passage by the Vermilion County Board.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

DATED this 13th day of July 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

APPROVED BY EXECUTIVE COMMITTEE:

Larry Baughn, Jr. Y N A
Committee Chairperson

Craig Golden Y N A

Steven Fourez Y N A

Kevin Green Y N A

Crisi Walls Y N A

Greg Thatcher Y N A

Becky Stark Y N A

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
COUNTY OF VERMILION
And
COMCAST OF ILLINOIS/INDIANA/OHIO LLC.**

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

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

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

SECTION 1: Definition of Terms

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

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

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

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

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

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

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

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

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

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

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

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

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

“County” means the County of Vermilion, Illinois or the lawful successor, transferee, designee, or assignee thereof.

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

SECTION 2: Grant of Authority

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

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

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

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

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

2.6. Competitive Equity.

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

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

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

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the County of Vermilion, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground

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

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

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

SECTION 4: Service Obligations

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

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

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

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

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

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

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

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

4.6. Service to School Buildings and Governmental Facilities.

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

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

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

SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

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

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

in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

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

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

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

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

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

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

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

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

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

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

SECTION 7: Insurance and Indemnity

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

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries,

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

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from any conduct for which the County, its officers, employees and agents may be liable under the laws of the State of Illinois.

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

SECTION 9: Enforcement of Franchise

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

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

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

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

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

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety

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

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

8.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the County's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law and, pursuant to Section 3.1 of this Franchise Agreement, to enforce the Grantee's compliance with the County's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the County to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the County.

SECTION 9: Miscellaneous Provisions

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

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return

receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:	To the Grantee:
Vermilion County, Illinois 201 N. Vermilion Street Danville, IL 61832	Comcast 1500 McConnor Pkwy. Schaumburg, Illinois 60173
ATTN: County Board Chairman	ATTN: Sr. Director of Government Affairs

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

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

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

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

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and

effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

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

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

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

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

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

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

For the County of Vermilion:

For Comcast of Illinois/Indiana/Ohio, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE

RE: PAYMENT OF CABLE TELEVISION FRANCHISE FEES IN VERMILION COUNTY ILLINOIS – NEW WAVE COMMUNICATIONS

WHEREAS, Telecommunications Management LLC, b/b/a New Wave operates a cable television system providing cable services to a portion of Vermilion County, Illinois authorized under the Authorization to Offer Cable or Video Services granted by the Illinois Commerce Commission pursuant to 220 ILCS 5/21-401; and

WHEREAS, the County under 220 ILCS 5/21-801 permits the County to collect service provider fees from a cable operator operating within the County pursuant to State authorization; and

WHEREAS, the County hereby adopts this ordinance relative to collection of service providers fees from Telecommunications Management LLC, d/b/a New Wave.

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

Section 1. Telecommunications Management LLC, d/b/a New Wave (hereinafter “New Wave”) shall pay an annual service provider fee to the County in the amount equal to 5 % gross revenues derived from the provision of cable or video services to households located within Vermilion County. The twelve month period for the computation of the service provider fee shall be a calendar year.

Section 2. The service provider fee for payment shall be due quarterly and payable within 45 days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the grantee showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

Section 3. For purposes of the calculation of service provider fee, ‘gross revenues shall mean consideration of any kind or nature, including but not limited to, cash, credits, property, and in-kind contributions received by New Wave for the operation of its cable system to provide cable or video services within the County, including the following:

(i) Recurring charges for cable service or video service;

(ii) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges;

(iii) Rental of set-top boxes and other cable service or video service equipment;

(iv) Service charges related to the provision of cable service or video service, including, but not limited to, activation, installation, and repair charges; (v)

Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges;

(vi) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

(vii) A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the local unit of government's jurisdiction. The allocation shall be based on the number of subscribers in the local unit of government divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(viii) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to item (ix) of this paragraph (1).

(ix) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

(x) The service provider fee permitted by subsection (b) of 220 ILCS 5/21-801.

Section 4. For purposes of the calculation of the service provider fee, "gross revenues" shall not include:

(i) Revenues not actually received, even if billed, such as bad debt, subject to item (vi) of paragraph (1) of this subsection (c).

(ii) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.

(iii) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing, or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.

(iv) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the local unit of government's jurisdiction and pay the fee permitted by subsection (b) of this Section with respect to the service.

(v) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.

(vi) Security deposits collected from subscribers.

(vii) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

Section 5. If any section, paragraph, subdivision, clause, sentence, or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which shall remain and continue in full force and effect.

Section 6. This ordinance shall become effective immediately upon passage by the Vermilion County Board.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

DATED this 13th day of August 2019 A.D.

AYE_____ NAY_____ ABSENT_____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

APPROVED BY EXECUTIVE COMMITTEE:

Larry Baughn, Jr. <i>Committee Chairperson</i>	<input checked="" type="radio"/>	N	A
Craig Golden	<input checked="" type="radio"/>	N	A
Steven Fourez	Y	N	<input checked="" type="radio"/>
Kevin Green	<input checked="" type="radio"/>	N	A
Crisi Walls	Y	N	<input checked="" type="radio"/>
Greg Thatcher	<input checked="" type="radio"/>	N	A
Becky Stark	<input checked="" type="radio"/>	N	A

RESOLUTION

RE: 2020 Legal Holidays for Vermilion County, Illinois

WHEREAS, pursuant to the Vermilion County Personnel Policy, a list of holidays shall be distributed to all departments and offices of Vermilion County in December of each year; and,

WHEREAS, holidays were established by the Chief Judge of the Supreme Court of Illinois by order M.R. 5272 and forwarded to the County Board by the Presiding Judge of Vermilion County.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the following list of days is observed as legal holidays by the County of Vermilion through the year of 2020:

Wednesday, January 1, 2020	New Year's Day
Monday, January 20, 2020	Martin Luther King Jr. Day
Wednesday, February 12, 2020	Lincoln's Birthday
Monday, February 17, 2020	Washington's Birthday (observed)
Monday, May 25, 2020	Memorial Day
Friday, July 3, 2020	Independence Day (observed)
Monday, September 7, 2020	Labor Day
Monday, October 12, 2020	Columbus Day
Wednesday, November 11, 2020	Veteran's Day
Thursday, November 26, 2020	Thanksgiving Day
Friday, November 27, 2020	Day following Thanksgiving Day
Friday, December 25, 2020	Christmas Day

PRESENTED, APPROVED, and RESOLVED by the County Board of Vermilion County, Illinois, at their August 13, 2019, session.

DATED, this 13th day of August, 2019, A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution No. _____

M.R. 5272

SUPREME COURT
STATE OF ILLINOIS

Order

IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2020:

January 1	New Year's Day	Wednesday
January 20	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Wednesday
February 17	Washington's Birthday (Obsvd.)	Monday
May 25	Memorial Day	Monday
July 3	Independence Day(Obsvd.)	Friday
September 7	Labor Day	Monday
October 12	Columbus Day	Monday
November 11	Veterans' Day	Wednesday
November 26	Thanksgiving Day	Thursday
November 27	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Friday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 23rd day of May, 2019.



Chief Justice
Supreme Court of Illinois

FILED

MAY 23 2019

**SUPREME COURT
CLERK**

SOLAR ENERGY SYSTEMS

Sections:

1 - Definitions.

Ground Mount Solar Energy System. A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

Net Metering. A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

Solar Energy. Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy System(SES). The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing.

Solar Farm Energy System(SFES). A commercial facility, on a parcel(s) of five acres or more that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for on-site or off-site use with the primary purpose of selling wholesale or retail generated electricity. Community solar installations are included in this definition.

Solar Farm Energy System Project Area. An SFES project area may be comprised of a single parcel of land or two or more contiguous parcels of land providing that the total area of an SFES project area consists of five acres of land or more.

Solar Panel. A device for the direct conversion of solar energy into electricity. Structure Mount Solar Energy System. A solar energy system in which solar panels are mounted on top of a roof structure as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optical angle.

Noxious Weeds. Any of several plants designated pursuant to the Illinois noxious Weed Law (505 ILCS 100/1 et. Seq.) and that are identified in 8 Illinois Administrative Code 220.

Section 2. Commercial Solar Farm Energy System (SFES).

A. Purpose and Intent. The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of SFESs designed for commercial energy production. The intent of these regulations is to protect the public health, safety, and community welfare while allowing development of solar energy resources for commercial purposes. This ordinance shall apply to solar energy farms

in the unincorporated areas of the County outside of the zoning jurisdiction of a municipality and the 1.5-mile radius surrounding the jurisdiction of a municipality.

B. Building Permit. Solar Farm Energy Systems shall require a building permit and shall be subject to the procedures and standards included in this ordinance. Actual construction must start on a site within two years of application approval by the Vermilion County Board or such permit will no longer be valid. It is the responsibility of the owner/operator to provide the County with proof of actual construction.

C. SFESs are subject to the following requirements:

1. **Height.** Shall not exceed eighteen feet at maximum tilt of the solar panel(s).
2. **No SRES shall be built on any lot less than 5 acres in size.**
3. **Setbacks.** The front, side and rear yard setbacks shall be a minimum of ten (10) feet from the property lines which form the outside perimeter of an SFES project area. They shall be 100 feet from a residential structure.
4. **Fencing.** A locked fence of at least six feet in height but no greater than eight feet shall enclose the SFES.
5. **Lighting.** If lighting is provided at the project, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.
6. **Noise.** Noise levels measured at the property line shall comply with standards set out by the Illinois Pollution Control Board. Noise levels may be enforced by both the State of Illinois and Vermilion County.
7. **Installation and Design.** The SFES shall be designed and located in order to prevent glare toward any inhabited buildings on adjacent properties as well as adjacent highways. Placement of the generator or noise producing electrical equipment shall be placed at the center of the project to the extent practical.
8. **All wiring between solar panels and the solar farm facility substation shall be underground whenever possible.**

9. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar farm shall be allowed.

10. **Proof an Agriculture Impact Mitigation Agreement (AIMA)** has been executed with the Illinois Department of Agriculture. Failure to comply with the Agricultural Mitigation Agreement and statute at 505 ILCS 147/15 et. seq. shall be a violation of this ordinance. Pursuant to 70 ILCS 405/22.02a an appropriate impact study shall be required as set out in the statutory Agricultural Mitigation Agreement which is incorporated herein as part of this ordinance.

11. **Building Codes.** All state, and national construction codes shall be followed. For purposes of this ordinance, the County adopts the National Electric Code and International Building Code as amended from time to time.

12. **Vegetation and Ground Cover and Weed Control.** Any weed control or planting of vegetation shall prevent Palmer, Amaranthus, and Conyza weed species, and other weed species that, at the time of application, are resistant to agricultural herbicides that are commonly used in Illinois. Any weed control or planting of vegetation shall also be certified to be in compliance with the Noxious Weed Act, 505 ILCS 100/1 et. seq., to prevent importation of noxious weeds or harmful vegetation. No soil sterilant shall be permitted on a solar site.

13. **All drainage tiles shall be repaired or restored to same or better condition as when the project began.** There will be an inspection for compliance by an independent inspector chosen by Vermilion County and paid for by the owner/operator.

14. **JULIE shall be contacted before digging or excavation begins.**

15. **Local drainage districts, if any, shall be contacted prior to any development on the project site to locate drainage district tiles.**

16. **An appropriate warning sign such as "high voltage" shall be placed as needed at the entrance and along the perimeter to the solar farm. The entryway to the solar farm shall display the 911 address and a 24-hour emergency number.**

17. **Annual review and reporting.**

a) **The applicant, owner, and/or operator of an SFES project shall submit to the Vermilion County Board Office on the first Monday of July of each year following SFES project approval a report regarding SFES maintenance and operation. This report shall include:**

i) **Any physical modifications to the SFES and/or its infrastructure;**

ii) Complaints pertaining to setbacks, noise, appearance, safety, lighting, and use of any public roads, received by the applicant, owner and/or operator concerning the SFES, and the resolution of such complaints;

iii) Calls for emergency services, including the nature of the emergency and how it was resolved;

iv) Status of liability insurance; and,

v) Any other information that the county might reasonably request.

b) Within thirty days of the receipt of this annual report, the County Board Office and Infrastructure Committee shall review the report and conduct an on-site field review of the SFES project. The Board Office and Infrastructure Committee shall compile a written report of the findings and within sixty days of the receipt of the report submit the report to the Vermilion County Board or any committee designated to oversee infrastructure issues.

c) The County Board shall charge a fee for this annual review in the amount of no more than five hundred dollars per SFES project area. This fee shall be paid to the County Board by the SFES applicant, owner, and/or operator at the time of annual report submission. Failure to provide the annual report and required fee shall be considered a cessation of operations.

d) The applicant, owner, and/or operator of an SFES project shall provide the Vermilion County Board and their designees access to the SFES project area for the purposes described in this ordinance. Failure to provide access shall be deemed a violation of this ordinance.

D. Certification. SFESs shall conform to applicable industry standards herein cited, including those from the UL and Federal Aviation Administration (FAA).

All applicable county, state, and national construction and electric codes shall be followed. For purposes of this ordinance, the County adopts the National Electric Code and International Building Code as amended from time to time.

E. Safety. All SFESs shall provide the following at all locked entrances:

- 1) A visible "High Voltage" warning sign;
- 2) Name(s) and phone number(s) for the electric utility provider;
- 3) Name(s) and phone number(s) for the site operator;
- 4) The facility's 911 address, GPS coordinates; and,

5) A knox box with keys.

6) Evidence that the site plan has been submitted to the local fire protection district.

F. Application Process. The Application for a building permit for a Solar Farm Energy System shall be submitted with ten (10) copies and shall include:

1. An application fee of _____

2) A written summary of the project including a general description of the project, including its approximate generating capacity.

3) The name(s), address(s), and phone number(s) of the owner and/or SFES operator.

4) A site plan of the SFES site showing:

- a) Boundaries of the site;
- b) All proposed SFES structures;
- c) Property lines;
- d) Setback lines;
- e) The location of any known subsurface drainage tiles, and a statement describing attempts made to do tile surveys and to otherwise discover the location of drainage tile locations;
- f) Identification of any flood zone areas within the project boundaries, and also proof of compliance with an erosion study by the Soil and Water Conservation District as defined under
- g) Location of all existing structures with their uses identified.

5) All other information as may be requested by the Infrastructure Committee to file a petition.

G. Decommissioning Plan. Prior to applying for a building permit, the SFES project owner/operator shall submit a decommissioning plan to the Vermilion County Board. The Vermilion County Board or its designees shall review the plan for completeness and refer it to the Vermilion County Board or any committee(s) designated to oversee solar farm issues. The plan shall include:

1) A description of the plan to remove the SFES equipment and restore the land to its previous use upon the end of the project's life.

2) Provisions for the removal of structures, debris, and associated equipment on the surface and to a level of not less than five feet below the surface, and the sequence in which removal is expected to occur;

3) Provisions for the restoration of the soil and vegetation;

4) An estimate of the decommissioning costs certified by a professional engineer in current dollars. Such estimate shall be exclusive of salvage value. The engineer providing this estimate shall be engaged under contract by the Vermilion County Engineer and all costs associated with this engagement shall be borne by the applicant;

5) A written financial plan approved to ensure that funds will be available for decommissioning and land restoration;

6) A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of their successors, assigns, or heirs;

7) Upon review of the decommissioning plan, the Infrastructure Committee, or its successor committee(s), of the Vermilion County Board may set an amount to be held in a bond, escrow or other acceptable form of funds approved by the Committee. The plan shall state that Vermilion County shall have access to the project and to the funds to effect or complete decommissioning one year after cessation of operations; and,

8) The applicant shall provide the county with a new estimate of the cost of decommissioning the SFES project every five years under the same conditions as set forth in this Section above. Salvage value of structures, shall not be considered with in the cost estimate calculations. Upon receipt of this new estimate, the county may require, and the applicant, owner, and/or operator of the SFES project shall provide, a new financial plan for decommissioning acceptable to the county. Failure to provide an acceptable financial plan shall be considered a cessation of operations.

H. **Certificate of Compliance.** Before a building permit is issued, the following shall be submitted to the appropriate Vermilion County permitting office for review:

1) Site plan with all items previously required in the application. Additional items to be included are:

a) All SFES structures including, but not limited to, the project solar panels, substation, interconnect substation, and location and voltage of any overhead transmission lines;

b) Ancillary equipment;

c) Transmission lines;

d) Wells;

- e) Septic fields;
- f) Field tile location;
- g) Existing easements;
- h) Floodplain location and elevation; and,
- i) Wetland location, if any.

2) **Emergency plan.** The site and emergency plan shall be submitted to the local fire protection district(s) and/or department(s) whose jurisdiction is included in whole or in part within the SFES project area. Any specialized training necessary will be provided at the operator's expense.

3) **All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this ordinance and the Agricultural Mitigation Agreement statute at 505 ILCS 147/15 et. seq.**

4) **After an approved final inspection of all building permits, a certificate of compliance shall be issued. At the sole discretion of the Vermilion County Board, if an independent engineering or consulting report is required to resolve any disputes, it shall be the responsibility of the applicant to pay for such engineer or consultant, provided however that the County shall consult with the applicant and attempt to resolve any issue prior to incurring any costs.**

Section 3. Indemnification and Liability.

A. **The applicant, owner, and/or operator of the SFES project shall defend, indemnify, and hold harmless the County of Vermilion and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operation of the SFES project.**

B. **The applicant, owner, and/or operator of the SFES project shall maintain a current general liability policy covering bodily injury and property damage with limits of at least two million dollars per occurrence and two million dollars in the aggregate. Evidence of liability coverage must be reported to the Vermilion County Board on an annual basis, and any loss of coverage must be reported within three working days of loss. Failure to maintain coverage shall be considered a cessation of operations.**

Section 4. Cessation of operations.

If any SFES provided for in this chapter has not been in operation and producing electricity for at least two hundred seventy consecutive days, it shall be removed. The

Vermilion County Board shall notify the owner to remove the system. Within thirty days, the owner shall either submit evidence showing that the system has been operating and producing electricity or remove it. If the owner fails to or refuses to remove the solar energy system, the violation shall be referred to the Vermilion County State's Attorney for enforcement.

Section 4. Penalties.

A failure to obtain applicable building permit(s) for the construction of a solar energy system or failure to comply with the requirements of a building permit or the provisions of this chapter or the requirements of the Agricultural Mitigation Agreement, 505 ILCS 147/15, shall be deemed a violation of this chapter. The state's attorney may bring an action to enforce compliance of the requirements of this chapter by filing an action before the Vermilion County Ordinance Violation Hearing Department or by filing an action in the circuit court for an injunction requiring conformance with this chapter or seek such other order as the court deems necessary to secure compliance with this chapter.

Any person who violates this chapter shall be fined not less than twenty-five dollars or more than five hundred dollars. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Nothing herein shall prevent the county from seeking such other legal remedies available to prevent or remedy any violations of this chapter.

Section 5. Infrastructure Committee.

There is established an Infrastructure Committee who shall be appointed by the County Board Chairman with the concurrence of the County Board, who shall be qualified individuals to assist in the review of any application for solar panels and other reviews of infrastructure issues as may be delegated to them by the Board Chairman.

Section 6. Severability.

If any provision of this Act or its application to any person or circumstance is held invalid, the invalidity of that provision or application does not affect other provisions or applications of this Act that can be given effect without the invalid provision or application.

Section 7. Effective Date.

This ordinance is effective upon passage by the Vermilion County Board

PRESENTED, APPROVED, AND ORDAINED by the County Board of Vermilion County,
Illinois at the August 13th, 2019, meeting.
DATED, this 13th day of August, 2019.

AYE _____ NAY _____ ABSENT _____

Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

RE: Ordinance- Solar Energy Systems
APPROVED BY EXECUTIVE COMMITTEE: 05/23/2019

Larry Baughn, Jr. <i>Committee Chairperson</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Craig Golden	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Steven Fourez	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Kevin Green	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Crisi Walls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Greg Thatcher	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Becky Stark	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
AJ Wright	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE CORONER’S OFFICE**

WHEREAS, the Coroner’s Office sustained the loss of a vehicle to the recent hail storm and said vehicle was considered a total loss by the insurance company; and

WHEREAS, to replace the vehicle will require an amendment of the budget as the need for such vehicle cannot be otherwise addressed; and

WHEREAS, the circumstances for such need is further set out in the Request for Amendment as attached hereto and incorporated herein by reference; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

035.350.00.4291 Maint./Repair - Vehicles **\$33,300.00**

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

APPROVED BY Finance Personnel:

<u>Steve Fourez</u> Committee Chairperson	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Wesley Biertitz	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Robert Boyd	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Breannah Haton	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Becky Stark	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Bruce Stark	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> A
Adam Hart	<input type="radio"/> Y	<input type="radio"/> N	<input checked="" type="radio"/> A

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR VERMILION COUNTY SCHOOL SUPERINTENDENT**

WHEREAS, the Superintendent of Schools has available funds to use for wages; and

WHEREAS, the funds will come from the State of Illinois and requires that the County pay the wages and receive reimbursement; and

WHEREAS, the budget therefore needs to be amended to show a change in both revenue and expense accordingly and was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor be authorized and instructed to amend the budget for fiscal year 2018-2019 by appropriating the sum of NINE THOUSAND TWO HUNDRED SIXTY DOLLARS AND NO/CENTS as follows:

001.101.00.3353	REVENUE – School Service Grant	\$9,260.00
001.420.59.4101	EXPENSE - School Service – Salary Personnel	\$9,260.00

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Superintendent of Schools – School Service Grant
APPROVED BY Health and Education:

Kevin Green Y N A
Chairman

Phearn Butler Y N A

Marla Mackiewicz Y N A

Charles Mockbee Y N A

Chuck Nesbitt Y N A

James Watson Y N A

Daniel Wright Y N A

**Request for Amendment
Fiscal Budget
2018 - 2019**

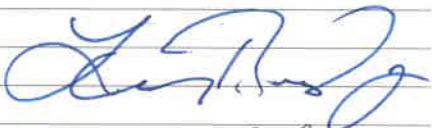
Dept: Regional Superintendent

Date: 07/19/19

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.101.00.03353</u>	<u>School Service Grant</u>	\$ <u>0</u>	\$ <u>9,260</u>	<u>9260</u>
<u>01.420.59.04101</u>	<u>Salary Personnel</u>	\$ <u>0</u>	\$ <u>9,260</u>	<u>9260</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

This budget amendment is necessary to create an additional line in the 2018-19 budget to allow revenue and expenditures to flow from a state funding source outside the county budget for the purpose of paying additional stipends to county employees. The funding source is the ROE School Service Line which is state money outside the county budget.



Department Head: *Cheryl S. Rejzler*

Approved By:

_____ Committee
Chairman

Finance Committee
Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE COURT ADMINISTRATION - JUDICIAL**

WHEREAS, Court Administration - Judicial is in need of additional funds for court appointed conflict counsel to represent those individuals the Public Defender cannot represent due to professional ethical rules, typically in multiple defendant cases, and the increase is due primarily to charges involving felony murder cases, and these are expenses for the remainder of 2019 budget year; and

WHEREAS, such change is required to adhere to State and Federal legal requirements; and

WHEREAS, this requires an infusion of additional funds in the amount of \$100,000.00; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

001.240.00.4271 Contractual – Legal Fees **\$100,000.00**
And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – Judicial

APPROVED BY Judicial and Rules:

<u>Adam Hart</u>	Y	N	<u>A</u>
Committee Chairperson			
Natalie Duncan	Y	N	<u>A</u>
Robert Boyd	Y	N	<u>A</u>
Phearn Butler	<u>Y</u>	N	A
Tom Morse	<u>Y</u>	N	A
Nancy O’Kane	<u>Y</u>	N	A
Chuck Mockbee	<u>Y</u>	N	A

APPROVED BY Finance Personnel:

<u>Steve Fourez</u>	<u>Y</u>	N	A
Committee Chairperson			
Wesley Biertitz	<u>Y</u>	N	A
Robert Boyd	<u>Y</u>	N	A
Breannah Haton	<u>Y</u>	N	A
Becky Stark	<u>Y</u>	N	A
Bruce Stark	<u>Y</u>	N	A
Adam Hart	Y	N	<u>A</u>

**Request for Amendment
Fiscal Budget
2018 - 2019**

Dept: Judicial & Rules

Date: 7-15-19

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.240.00.4271</u>	<u>Contractual/Legal Fees</u>	<u>\$ 210,000</u>	<u>\$ 100,000</u>	<u>\$310,000</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

The Judiciary is requesting additional sums to this line item for contractual legal fees paid to appointed counsel defending primarily persons charged with felony murders. The number of appointments exceeded that which was anticipated for the fiscal year.

[Signature]
[Signature]
[Signature]

Department Head:

[Signature]

Approved By:

Committee

Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE STATES ATTORNEY’S OFFICE – LINE ITEM TRANSFER**

WHEREAS, the State’s Attorney’s Office desires to move funds from the Book and Periodicals line to Case Expense to ensure adequate funding of case expenses for the remainder of 2019 budget year; and

WHEREAS, such change requires a line item transfer; and

WHEREAS, this money was budgeted, albeit in a different line, and so it is not an addition to the annual budget; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

001.220.00.4213 Books and Periodicals	001.220.00.4366 Case Expense	\$7,459.76
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And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – State’s Attorney

APPROVED BY Judicial and Rules:

<u>Adam Hart</u>	Y	N	<u>A</u>
Committee Chairperson			
Natalie Duncan	Y	N	<u>A</u>
Robert Boyd	Y	N	<u>A</u>
Phearn Butler	<u>Y</u>	N	A
Tom Morse	<u>Y</u>	N	A
Nancy O’Kane	<u>Y</u>	N	A
Chuck Mockbee	<u>Y</u>	N	A

APPROVED BY Finance Personnel:

<u>Steve Fourez</u>	<u>Y</u>	N	A
Committee Chairperson			
Wesley Bieritz	<u>Y</u>	N	A
Robert Boyd	<u>Y</u>	N	A
Becky Stark	<u>Y</u>	N	A
Bruce Stark	<u>Y</u>	N	A
Breannah Haton	<u>Y</u>	N	A
Adam Hart	Y	N	<u>A</u>

Request for Transfer
Fiscal Budget
2018 - 2019

Dept: State's Attorney - 220

Date: 07 - 10 - 2019



From: Books and Periodicals

To: Case Expense

Line Item	Description	Line Item	Description	Amount
001 - 220 - 00 - 04213	Books & Periodicals	001 - 220 - 00 - 04366	Case Expense	\$ 7,459.76
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$
-	-	-	-	\$

NARRATIVE:

We are requesting to move the amount above from our Books and Periodicals line to our Case Expense line to help cover for the remainder of the 2019 Fiscal Year.


 Department Head: 

Approved By:

_____ Committee

Finance Committee

Chairman _____

Chairman _____

Date: ____ - ____ - ____

Date: ____ - ____ - ____

ORDINANCE

RE: SALARY SCHEDULE and BUDGET AMENDMENT– Public Defender and State’s Attorney

WHEREAS, the County has elected to participate in the reimbursement program for the Public Defender salary which requires the salary to be set at a given level based upon the salary as set by the State of Illinois for the State’s Attorney; and,

WHEREAS, the salary for the State’s Attorney was changed effective July 1, 2019 to \$173,744.77 to allow for a cost of living increase of \$3,573.59, and the salary therefore for the Public Defender should accordingly be changed to \$156,370.29 also effective July 1, 2019, all as shown in the attached exhibit which is hereby incorporated herein by reference; and,

WHEREAS, such a change in the Public Defender and State’s Attorney’s salary requires the County Board to pass an appropriate budget amendment to each budget and approve the Public Defender salary change specifically in order to maintain our reimbursement status, and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT FURTHER ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

PUBLIC DEFENDER:

001.250.00.4110	<i>Salary – Department Head</i>	\$1,347.00
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STATE’S ATTORNEY:

001.220.00.04110	<i>Department Head Salary Line</i>	\$1,496.00
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PRESENTED, APPROVED, AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13th, 2019, meeting.

DATED, this 13th day of August, 2019.

This amendment takes two thirds majority for passage.

AYE _____ NAY _____ ABSENT _____

**Request for Amendment
Fiscal Budget
2018 - 2019**

Dept: 220 - State's Attorney

Date: 7/17/2019

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.220.00.04110</u>	<u>Dept. Head Salary Line</u>	<u>\$ 170,172</u>	<u>\$ 1,496</u>	<u>\$171,668.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

Legislature passed COLA for all State's Attorneys in Illinois. Therefore, pursuant to the statute, we are requesting additional funds of \$1,496.00 to cover the 2.1% required raise for the remainder of the budget year.

[Handwritten Signature]

Department Head:

[Handwritten Signature]

Approved By:

Committee

Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____



Illinois Department of Revenue
Salary Reimbursement

VERMILION COUNTY
 6 N VERMILION STREET
 DANVILLE, IL 618325879

Letter Date: 7/9/2019
 Fiscal Year: 2020
 Effective as of: 7/1/2019

The state's attorney and assistant state's attorney salary reimbursement amounts will be:

Base Salary	2.10 % COLA	Salary
\$170,171.18	\$3,573.59	\$173,744.77

Reimbursement breakdown

	Total Reimbursement	Monthly Reimbursement
1 State's Attorney Salary- less 1988 subtraction	\$151,913.77	\$12,659.48
2 Assistant State's Attorney Mental Health Institution:	\$0.00	\$0.00
3 Assistant State's Attorney Higher Education Facility:	\$4,000.00	\$333.33
	Danville Area Community College	
Total	\$155,913.77	\$12,992.81

Your initial multi-month payment will be issued by the Comptroller's Office and monthly payments will then follow accordingly.

Our records show that you have a full-time Public Defender. Per Illinois Statute 55 ILCS 5/3-4007, the Public Defender's salary must be at least 90% of the State's Attorney's salary. Effective 7/1/19 the new Public Defender's salary should be \$156,370.29. We will need you to fill out a new PTAX-451 as well as providing us with County Board action (Minutes or Resolution) authorizing the new salary.

If you have any questions, please contact our Springfield office weekdays between 8:30 a.m. and 4:30 p.m.

PROPERTY TAX DIVISION 3-450
 ASSESSMENT EDUCATION
 ILLINOIS DEPARTMENT OF REVENUE
 PO BOX 19033
 SPRINGFIELD IL 62794-9033

217 785-1356
 217 782-9932 fax
 rev.propertytaxed@illinois.gov

RESOLUTION

RE: SALARY SCHEDULE – Public Defender

WHEREAS, the County has elected to participate in the reimbursement program for the Public Defender salary which requires the salary to be set at a given level based upon the salary as set by the State of Illinois for the State’s Attorney; and,

WHEREAS, the salary for the State’s Attorney was changed effective July 1, 2019 to \$173,744.77 to allow for a cost of living increase of \$3,573.59, and the salary therefore for the Public Defender should accordingly be changed to \$156,370.29 also effective July 1, 2019, all as shown in the attached exhibit which is hereby incorporated herein by reference; and,

WHEREAS, such a change in the Public Defender and State’s Attorney’s salary requires the County Board to pass an appropriate budget amendment to each budget and approve the Public Defender salary change specifically in order to maintain our reimbursement status; and,

WHEREAS, THE Board desires to make of record it’s approval of such salary change as suggested by the State of Illinois

NOW, THEREFORE, BE IT RESOLVED by the County Board of Vermilion County, Illinois that the Public Defender salary be set at \$156,370.29 as set out in the attachments, and that the County Board Chairman and Vermilion County Treasurer be requested to execute such other or further documents necessary to facilitate this change.

PRESENTED, APPROVED, AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13th, 2019, meeting.

DATED, this 13th day of August, 2019.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Salary – Public Defender

APPROVED BY Judicial and Rules:

<u>Adam Hart</u> Committee Chairperson	Y	N	(A)
Natalie Duncan	Y	N	(A)
Robert Boyd	Y	N	(A)
Phearn Butler	(Y)	N	A
Tom Morse	(Y)	N	A
Nancy O’Kane	(Y)	N	A
Chuck Mockbee	(Y)	N	A

APPROVED BY Finance Personnel:

<u>Steve Fourez</u> Committee Chairperson	(Y)	N	A
Wesley Bieritz	(Y)	N	A
Robert Boyd	(Y)	N	A
Breannah Haton	(Y)	N	A
Becky Stark	(Y)	N	A
Bruce Stark	(Y)	N	A
Adam Hart	Y	N	(A)

Request for Amendment
Fiscal Budget
2018 - 2019

Dept: Public Defender (250)

Date: 7/15/19

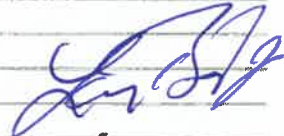
Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.250.00.4110</u>	<u>Salary - Department Head</u>	\$ <u>153,155</u>	\$ <u>1,347</u>	<u>154,502</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

The State of Illinois increased the annual salary for the State's Attorney.

This budget ammendment keeps the Public Defender's salary at 90% of the State's Attorney's salary.

By maintaining this 90% ratio, the county can be reimbursed for 66% of the Public Defender's salary by the State of Illinois.



Department Head: Michael T. Mara

Approved By:

_____ Committee

_____ Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____