



Revised: 01/22/18

## AGENDA

### SPECIAL BOARD MEETING

BRESNAN MEETING CENTER

706 Kenwood Road

Champaign, Illinois

Wednesday, January 24, 2018

5:30 p.m.

#### A. CALL TO ORDER

#### B. PRESENTATIONS

1. Presentation to Outgoing Treasurer
2. Champaign Unit 4 School District Project at Centennial Park
3. Greenbelt Trail Connection between Heritage Park and Kaufman Lake

#### C. COMMENTS FROM THE PUBLIC

#### D. NEW BUSINESS

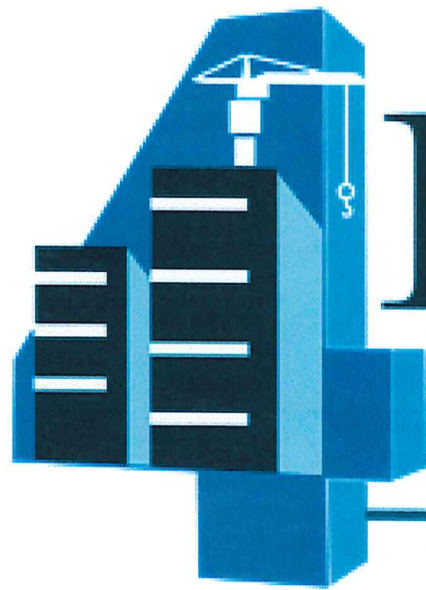
1. Readdress Illinois Futbol Club Agreement

#### E. DISCUSSION ITEMS

1. Health Insurance for Employees Update
2. Resolution regarding Cash in Lieu of Health Insurance Benefits as IMRF Reportable Earnings

#### F. COMMENTS FROM COMMISSIONERS

#### G. ADJOURN



Building  
for the  
Future  
REFERENDUM PROJECTS

Centennial High School Project Update  
January 24, 2018

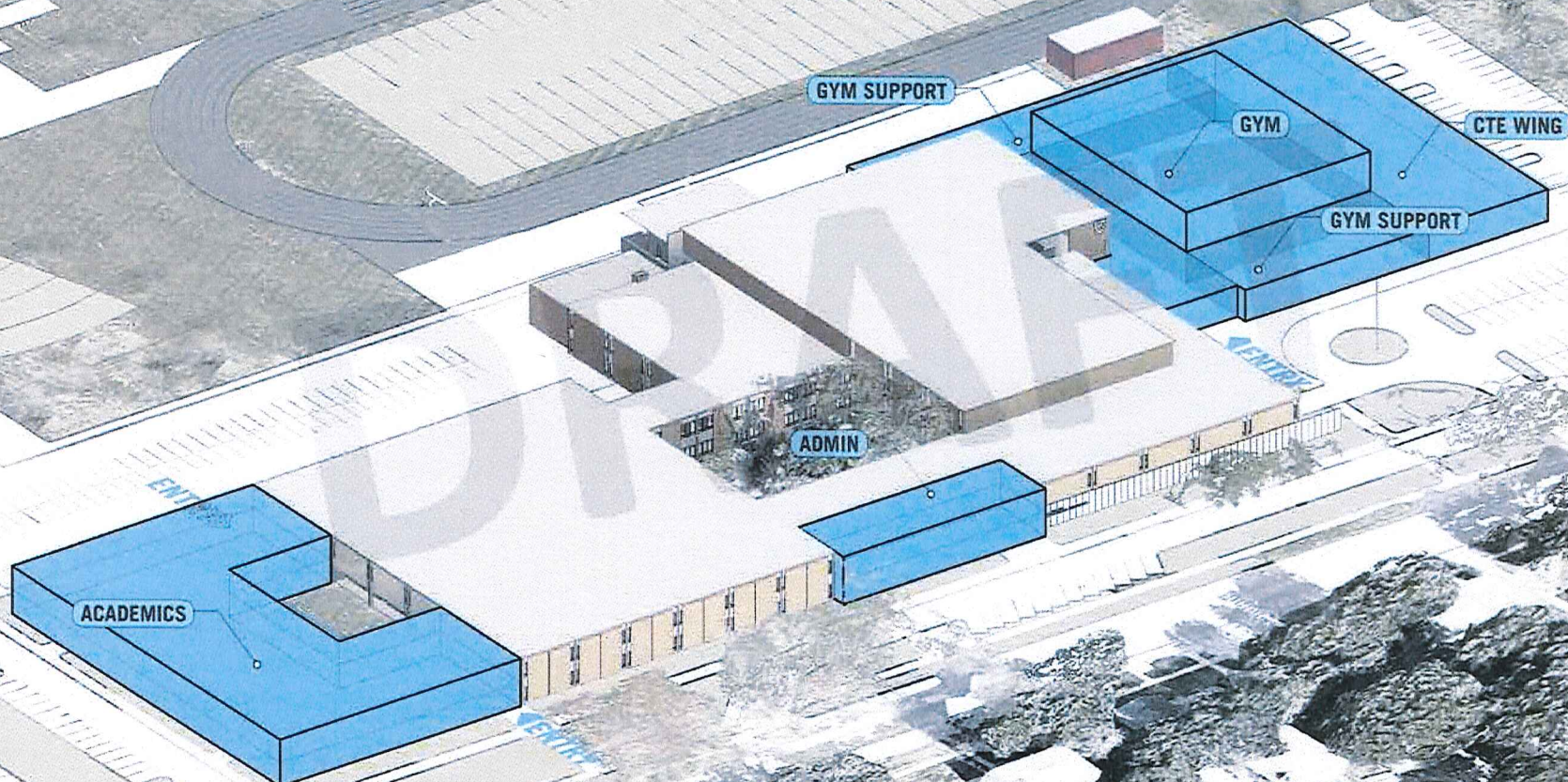
The background consists of several overlapping diamond shapes (squares rotated 45 degrees) in various shades of blue, creating a layered, geometric pattern. The text is centered within the innermost diamond.

# PROJECT OVERVIEW



# CENTENNIAL HIGH SCHOOL

VIEW\_SE PROPOSED





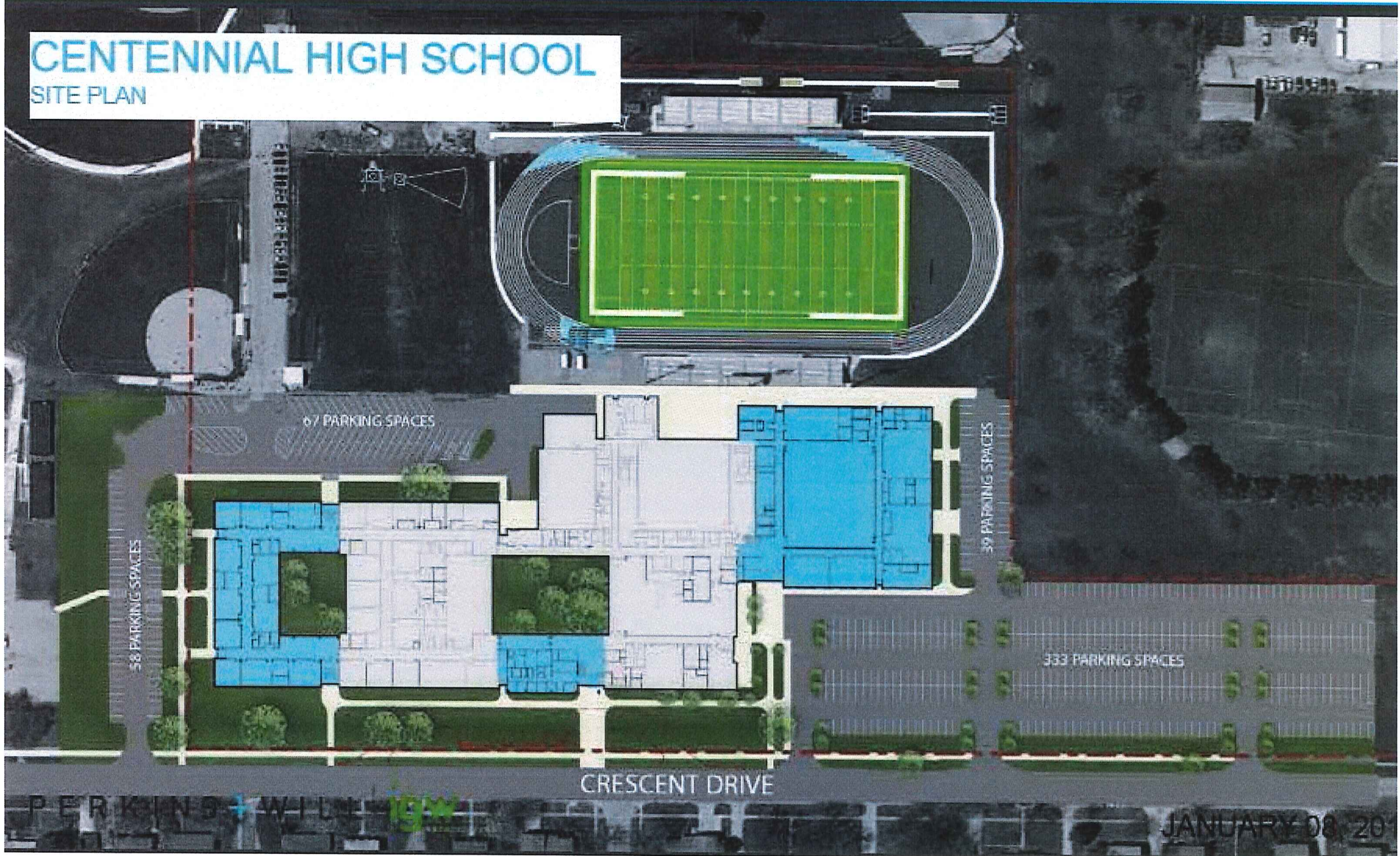
The background consists of several overlapping diamond shapes (squares rotated 45 degrees) in various shades of blue, creating a layered, geometric pattern. The text 'SITE PLAN' is centered within the innermost diamond.

# SITE PLAN

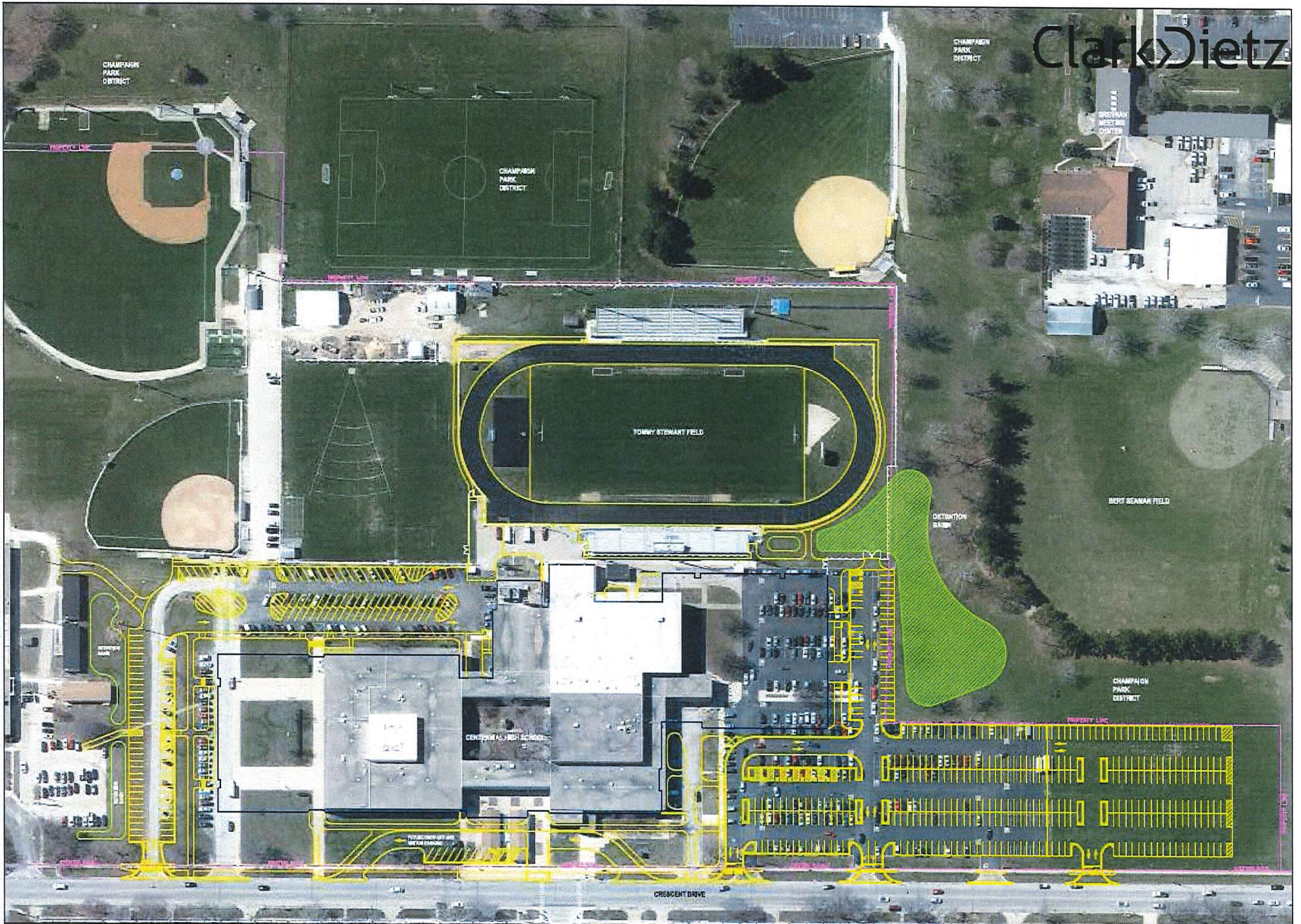


# CENTENNIAL HIGH SCHOOL

SITE PLAN







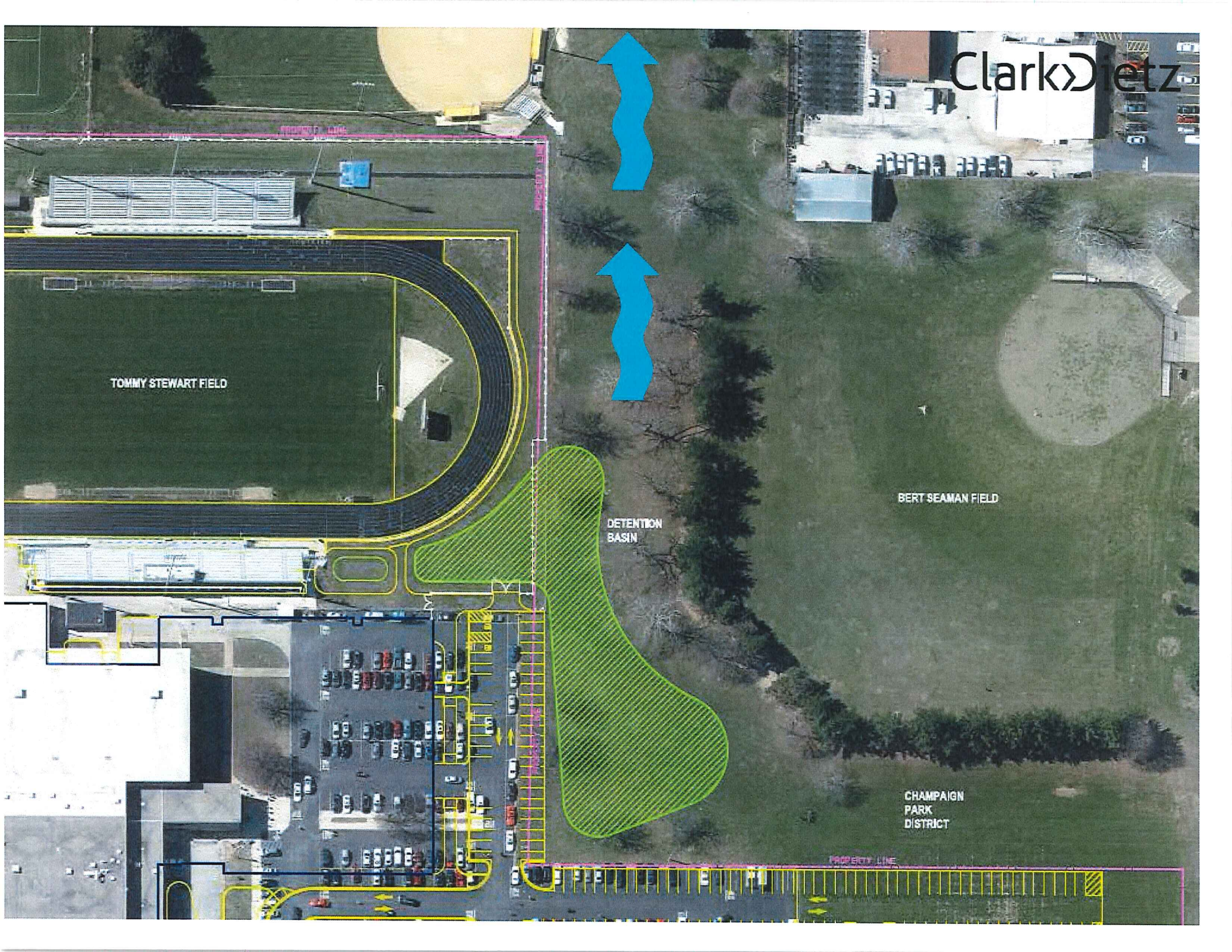


TOMMY STEWART FIELD

BERT SEAMAN FIELD

DETENTION BASIN

CHAMPAIGN PARK DISTRICT





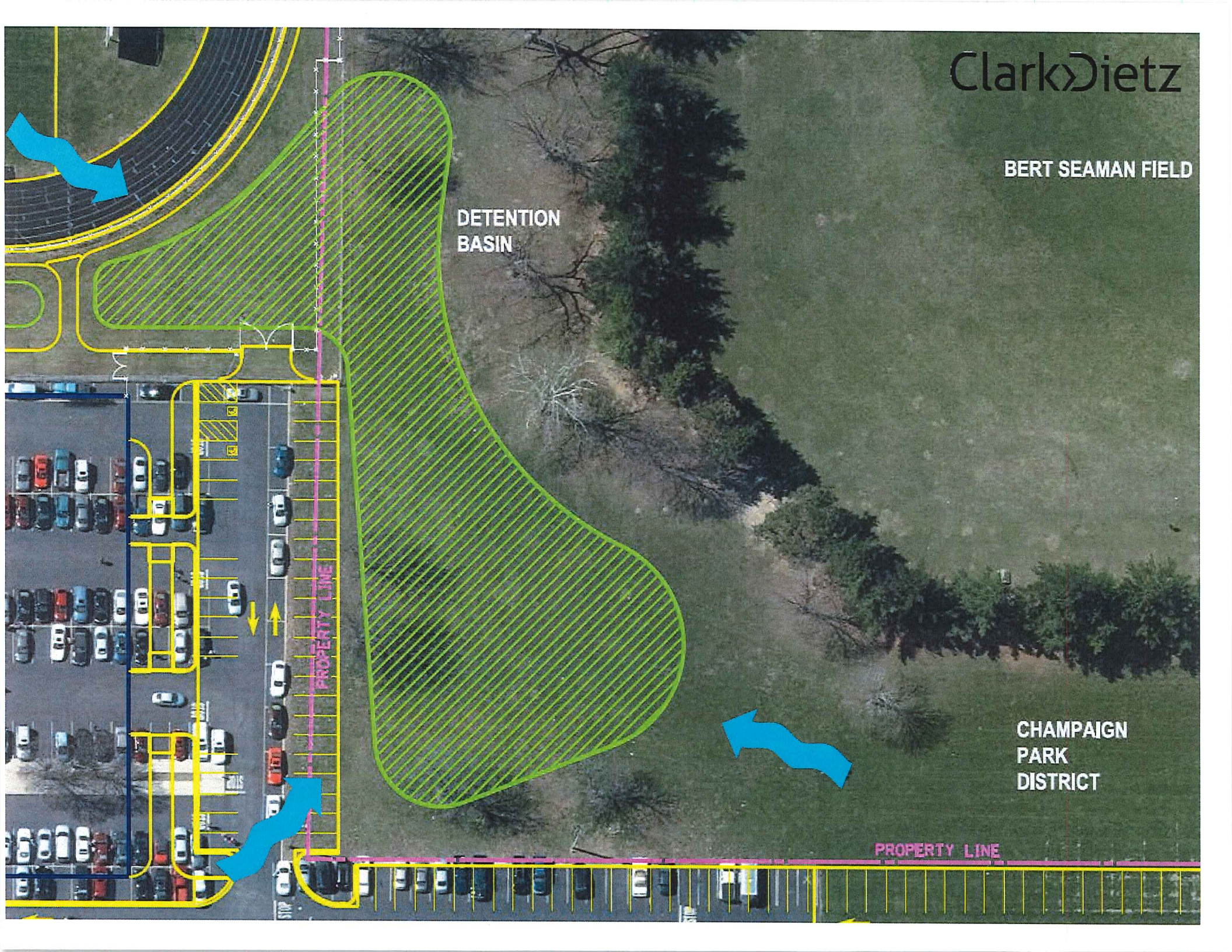
BERT SEAMAN FIELD

DETENTION  
BASIN

CHAMPAIGN  
PARK  
DISTRICT

PROPERTY LINE

PROPERTY LINE





# Site Plan Discussion Items

## › Drainage Plan

- Regional Detention Basin
- Mutual Benefit for U4 & CPD

## › Property Lines

- U4 and CPD History of “Shared” Space

## › Intergovernmental Agreement

- Land Use, Maintenance, Terms, etc.
- Memorandum of Understanding
- Legal Review and Drafting of IGA
- Execute IGA





Engineering Quality of Life™



# Greenbelt Bikeway Status Update

Sean M. Widener | January 24, 2018



# Discussion Points

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- › Preliminary Findings Recap
- › Stakeholder Update
- › Next Steps





**PRELIMINARY  
FINDINGS RECAP**



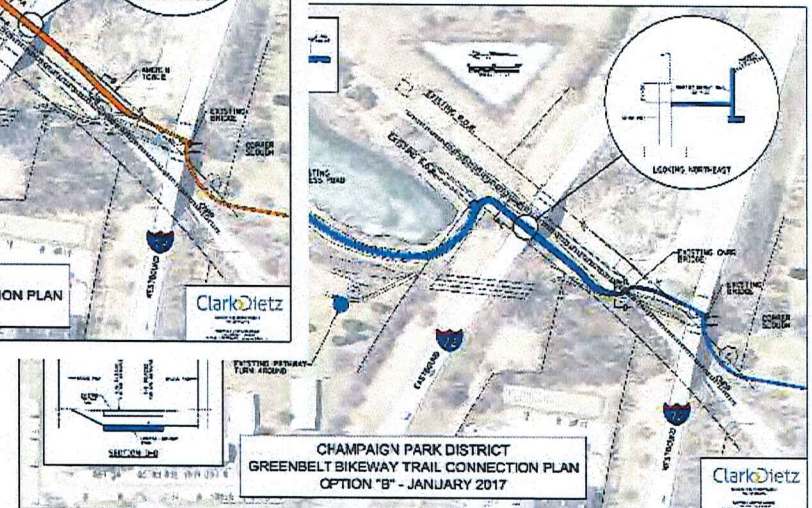
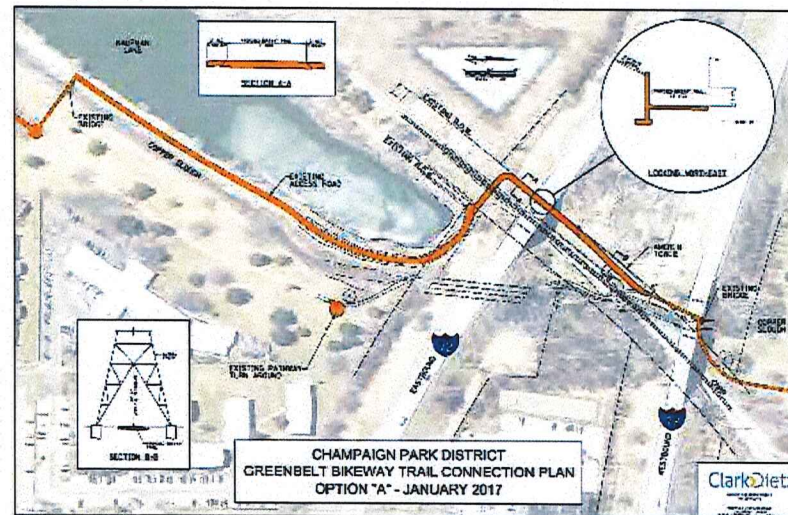
# PRELIMINARY FINDINGS RECAP

- › Project Stakeholders
  - IDOT
  - CN, ICC
  - COE, Drainage District, CofC
  - Ameren
- › Design Considerations
  - Accessibility
  - Safety
  - Constructability



# Alternate Route Analysis

- Challenging Topography
  - Copper Slough Drainage
  - CN Railroad Barrier (at-grade or underpass)
  - Elevation Variations
- Two Options “A” and “B”

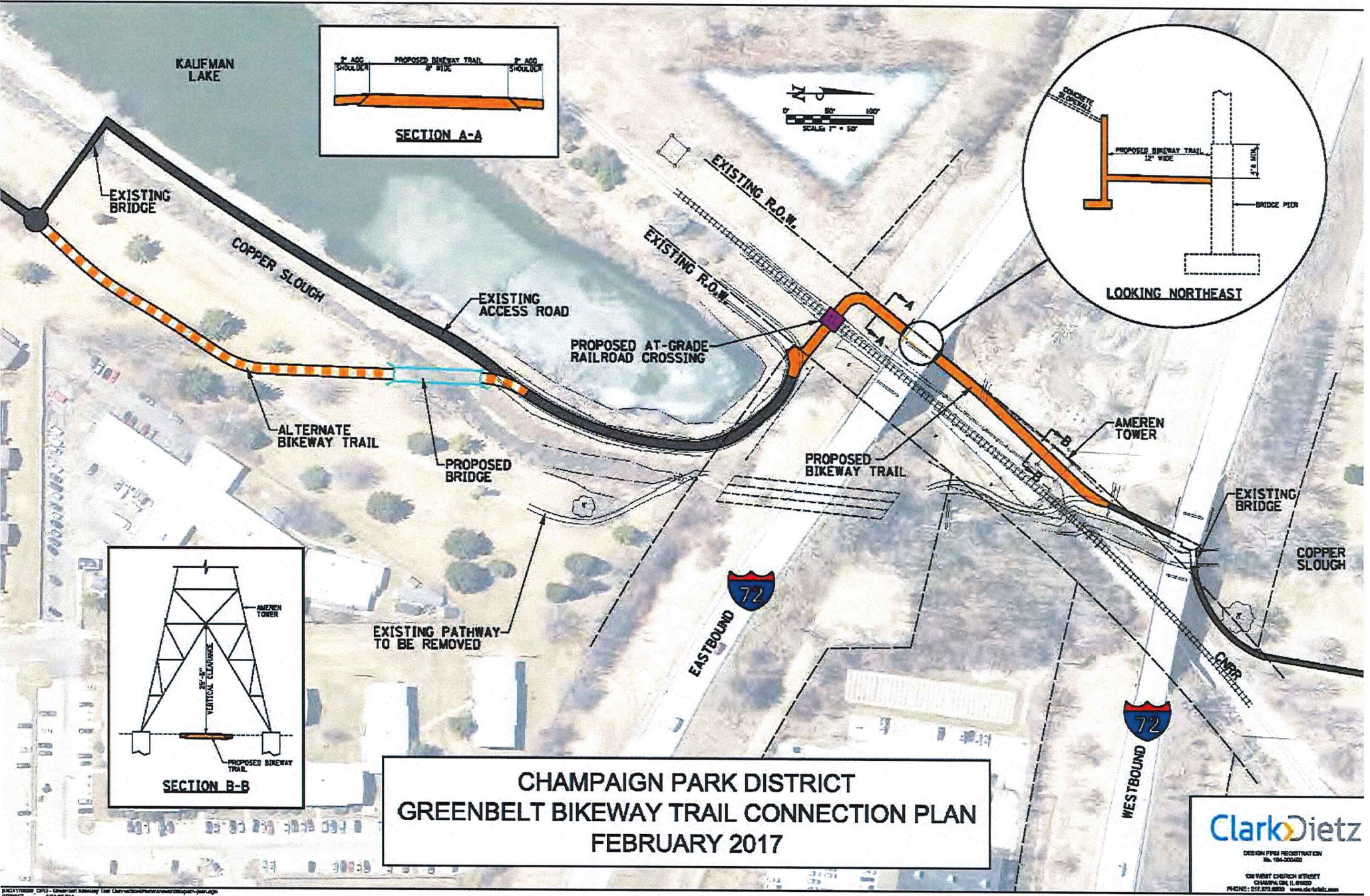




# Alternate Route Analysis

- › Option “A” Recommended
  - Accessible
    - 5% or less grades
  - Pedestrian/Train Conflict
    - Controlled Crossing
  - Pedestrian Route
    - Increased RR Lateral Clearance
  - Stakeholder Coordination
    - Removes Drainage Components















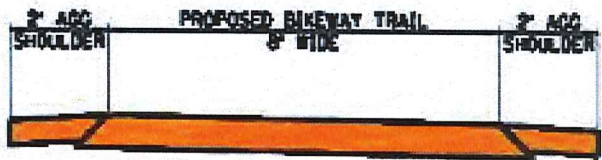
**OPINION OF PROBABLE PROJECT COST - BUDGETARY ESTIMATE  
 CHAMPAIGN PARK DISTRICT - GREENBELT BIKEWAY TRAIL  
 CHAMPAIGN, ILLINOIS**

WORK CLASSIFICATION		OPTION A	
		GREENBELT BIKEWAY BASE OPTION CONSTRUCTION	GREENBELT BIKEWAY ALTERNATE ROUTE CONSTRUCTION
1.	REMOVALS	\$24,600	\$0
2.	EARTHWORK	\$15,000	\$9,000
3.	TOPSOIL, SEEDING AND EROSION CONTROL	\$11,500	\$11,300
4.	PAVEMENT SYSTEM	\$124,900	\$45,500
5.	LIGHTING	\$122,800	\$0
6.	STRUCTURES	\$67,500	\$180,000
7.	RAILROAD FLAGGER & INSURANCE	\$36,000	\$0
8.	CONSTRUCTION LAYOUT	\$7,500	\$3,900
9.	MOBILIZATION	\$22,300	\$11,600
10.	<b>SUBTOTAL (ITEMS 1 THROUGH 9)</b>	<b>\$432,100</b>	<b>\$261,300</b>
11.	CONTINGENCY (15% OF SUBTOTAL)	\$64,800	\$39,200
12.	<b>OPINION OF PROBABLE CONSTRUCTION COST (ITEMS 10 &amp; 11)</b>	<b>\$496,900</b>	<b>\$300,500</b>
13.	LAND ACQUISITIONS & EASEMENTS	\$10,000	\$0
14.	<b>TOTAL ESTIMATED PROJECT COST, 2017 DOLLARS (ITEMS 12 &amp; 13)</b>	<b>\$506,900</b>	<b>\$300,500</b>
		<b>TOTAL (BASE + ALT.)</b>	<b>\$807,400</b>

**BASE OPTION \$500K +/-**



**KALFMAN  
LAKE**



**SECTION A-A**

**EXISTING  
BRIDGE**

**COPPER SLOUGH**

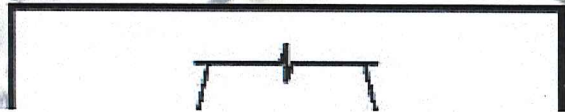
**EXISTING  
ACCESS ROAD**

**PROPOSED AT-GRADE  
RAILROAD CROSSING**

**ALTERNATE  
BIKEWAY TRAIL**

**PROPOSED  
BRIDGE**

**EXISTING R.O.M.**









**OPINION OF PROBABLE PROJECT COST - BUDGETARY ESTIMATE  
 CHAMPAIGN PARK DISTRICT - GREENBELT BIKEWAY TRAIL  
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<b>TOTAL (BASE + ALT.)</b>	<b>\$807,400</b>
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**ALT. OPTION \$300K +/-**



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# STAKEHOLDER UPDATE



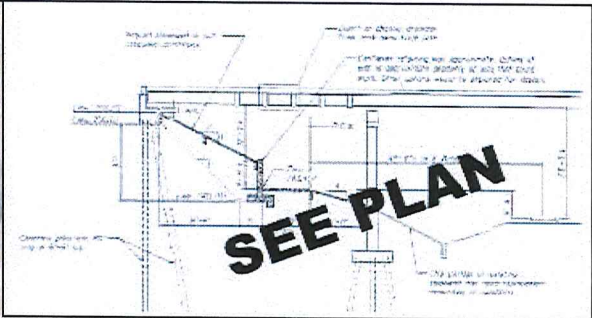
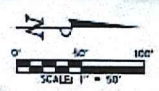
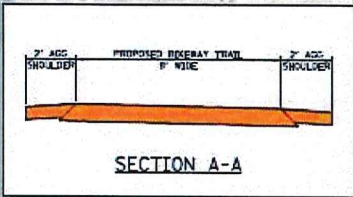
# STAKEHOLDER UPDATE



- › IDOT - August 2017
  - Introduction to Various Design Units
- › ICC & CN - October 2017
  - Introduction to Key Decision Makers
- › IDOT - November 2017
  - Follow-up with Structural Unit



KAUFMAN LAKE



EXISTING BRIDGE

COPPER SLOUGH

EXISTING ACCESS ROAD

PROPOSED AT-GRADE RAILROAD CROSSING

EXISTING R.O.W.

IDOT

ALTERNATE BIKEWAY TRAIL

PROPOSED BRIDGE

PROPOSED BIKEWAY TRAIL

AMEREN TOWER

EXISTING BRIDGE

COPPER SLOUGH

EXISTING PATHWAY TO BE REMOVED

EASTBOUND 72

WESTBOUND 72

CANRR

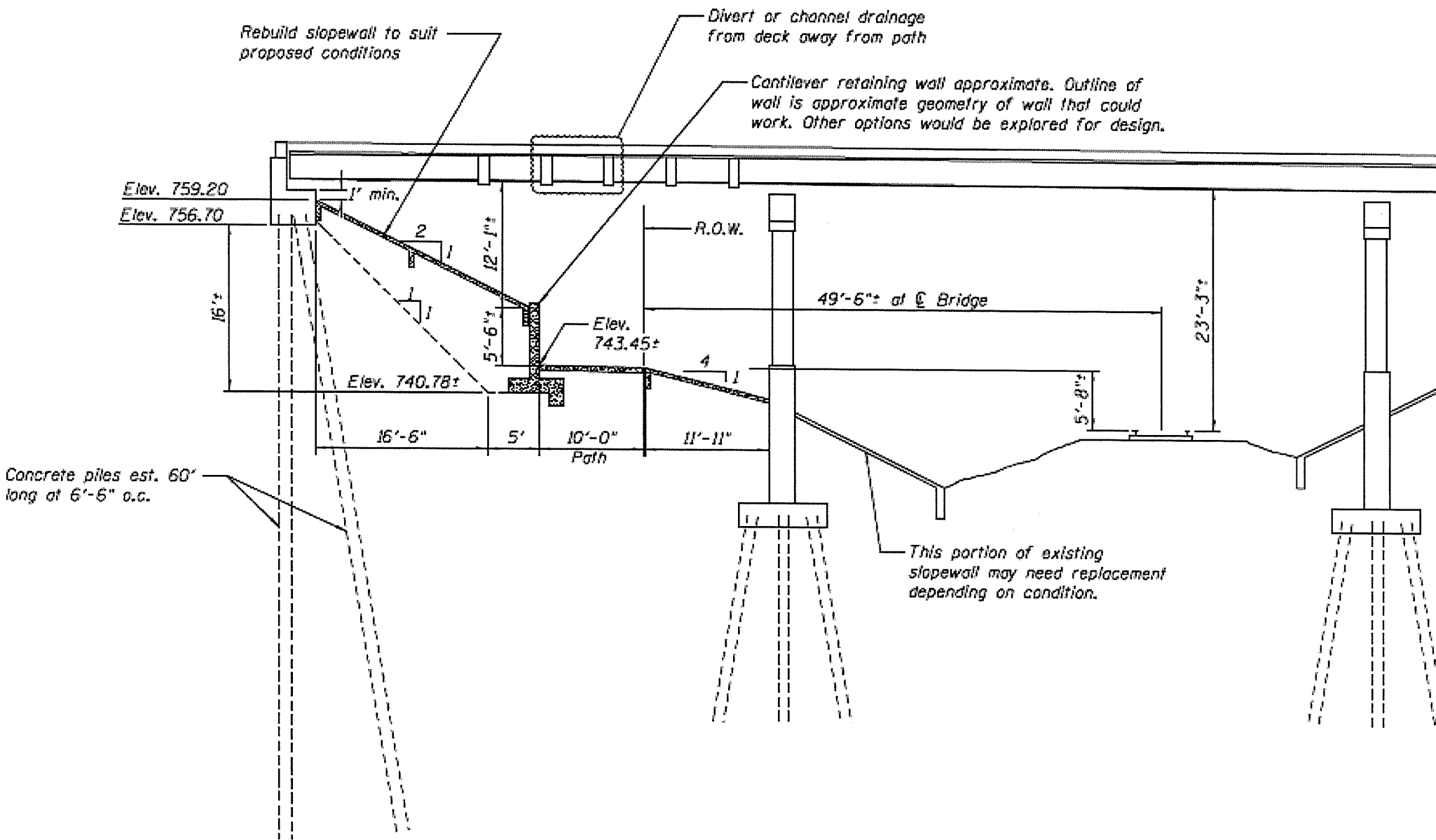
CHAMPAIGN PARK DISTRICT  
 GREENBELT BIKEWAY TRAIL CONNECTION PLAN  
 NOVEMBER 2017

**ClarkDietz**

DESIGN FIRM REGISTRATION  
 NO. 104-000450

174 NORTH OAKLAND STREET  
 CHAMPAIGN, IL 61820  
 PH: 217.243.7400 www.clarkdietz.com





I-72 EAST BOUND BRIDGE over CN RR  
SOUTH ELEVATION  
 (scale drawing)



**OPINION OF PROBABLE PROJECT COST - BUDGETARY ESTIMATE  
 CHAMPAIGN PARK DISTRICT - GREENBELT BIKEWAY TRAIL  
 CHAMPAIGN, ILLINOIS**

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8.	CONSTRUCTION LAYOUT	\$8,900	\$3,900
9.	MOBILIZATION	\$29,000	\$11,600
10.	<b>SUBTOTAL (ITEMS 1 THROUGH 9)</b>	<b>\$571,300</b>	<b>\$261,300</b>
11.	CONTINGENCY (15% OF SUBTOTAL)	\$85,700	\$39,200
12.	<b>OPINION OF PROBABLE CONSTRUCTION COST (ITEMS 10 &amp; 11)</b>	<b>\$657,000</b>	<b>\$300,500</b>
13.	LAND ACQUISITIONS & EASEMENTS	\$10,000	\$0
14.	<b>TOTAL ESTIMATED PROJECT COST, 2018 DOLLARS (ITEMS 12 &amp; 13)</b>	<b>\$667,000</b>	<b>\$300,500</b>
		<b>TOTAL (BASE + ALT.)</b>	<b>\$967,500</b>

**BASE OPTION \$660K +/-**





**NEXT  
STEPS**



# Next Steps

- › CPD Board Input (1/24/2018)
- › Develop Funding Approach & Project Implementation Strategy
- \*\*\* Schedule Milestone \*\*\**
- › Submit Formal ICC Petition
- › Coordinate & Apply for Grant(s)
- \*\*\* Schedule Milestone \*\*\**
- › Complete Design Engineering
- › Bid, Award and Construct Project



**FIELD USE AGREEMENT BETWEEN  
ILLINOIS FUTBOL CLUB AND CHAMPAIGN PARK DISTRICT**

THIS AGREEMENT is made and entered into effective this \_\_\_\_ of \_\_\_\_\_ 2017, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), which has a principal address is 706 Kenwood Road, Champaign, Illinois, and The Illinois Futbol Club, an Illinois not-for-profit corporation (hereinafter referred to as, "IFC"), which has a principal address is 2310 N. Willow Road, Urbana, Illinois 61802.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1 – General Purpose. The purpose of this Agreement between the Park District and the IFC is to provide the terms and conditions for the installation of lights upon one soccer field at Dodds Park; the use of Park District fields for IFC league play, practices and tournaments; defining operational and maintenance responsibilities, and identifying responsibility for costs.

Section 2 – Term. This Agreement shall be in effect for a period of ten (10) years from the date it is executed.

Section 3 – Permitted Uses. The fields shall be used and occupied by IFC only for the purpose of soccer league play, team tryouts, camps, practices and tournaments (tournaments shall be on certain dates) as mutually agreed upon by the Parties during the term hereof.

Section 4 –IFC Responsibilities. IFC shall:

- A. Pay for the purchase and installation of lights on field #8 at the soccer complex within Dodds Park in the amount of \$179,000.00 over a period of ten (10) years as described herein. The purchase and installation shall be in accordance with Park District specifications and requirements. The \$179,000.00 amount shall be paid and also credited against the field rental costs at the rate of \$17,900.00 per year. Field rental costs will increase at the rate of two percent (2%) per year on the anniversary date of this Agreement during the term hereof.
- B. Pay \$\_\_\_\_\_ for any additional field use for tournaments during the term of the contract.
- C. Pay \$10 per hour for the use of lights during practices, camps, tryouts, leagues, and tournaments.
- D. Schedule and conduct all team practices and games at Dodds Soccer Complex, unless otherwise agreed upon by the Parties.



- E. Schedule and conduct all tournaments pursuant to a separate agreement with the Park District.
- F. If Park District changes the agreement prorated by time change goes into effect. No refund if IFC makes any changes.

Section 5 – Champaign Park District Responsibilities. Park District shall:

- A. Provide fields at Dodds Soccer Complex for IFC games and practices during soccer seasons. IFC shall have priority access to the lighted field during the fall and spring seasons from 4:00 p.m. until 8:30 p.m. on Monday, Tuesday, Wednesday, and Thursday of each week. IFC will have priority usage of all other fields after Park District programs and special events at the Dodds Soccer Complex.
- B. Provide opportunities for the use of fields at Dodds Soccer Complex for IFC Fall Cup and Spring Cup soccer tournament program, after and to the extent such fields are not otherwise scheduled for Park District use. Such fields will be marked and have nets on goals.
- C. Provide opportunities for the use of fields at Dodds Soccer Complex for IFC summer camp and team tryouts after and to the extent such fields are not otherwise scheduled for Park District program use. Such fields will be marked and have nets on goals.
- D. Maintain the soccer lights and control panels throughout the term of this agreement. Any replacement lights or parts shall be the responsibility of the Park District.
- E. Schedule the soccer fields at Dodds Soccer Complex pursuant to the existing fee schedule with IFC. To the extent otherwise provided for herein, Park District staff shall cooperate with IFC with regard to scheduling IFC games, camps, team tryouts, and practices at Dodds Soccer Complex.

Section 6 – Use by Others. The Park District reserves the right to allow and approve field use by other organizations, and this agreement shall not in any manner whatsoever be construed to provide IFC with exclusive access or use of the soccer field at the Dodds Soccer Complex.

Section 7 – Maintenance.

- A. The Park District shall prepare and maintain all fields and facilities utilized by IFC for each season. Park District shall supply all field preparation equipment and paint necessary to prepare each field for games.



- B. The Park District's Sports Field Foreman, in conjunction with the Sports Manager, or their respective designees, in their sole discretion, shall make the final determination whether to cancel games, tournaments or practices due to inclement weather and other circumstances.

Section 8 – Responsibility for Damages. IFC shall be responsible for and shall pay Park District for any damage over and above of normal wear and tear to the fields and other Park District property arising in any manner whatsoever out of the use or activities upon the soccer field(s) and facilities. Such determination shall be within the sole reasonable discretion of the Park District.

Section 9 – Rules, Laws, and Ordinances. IFC shall comply with any permit, policies and procedures of the Park District and all applicable laws, regulations and ordinances.

Section 10 – Insurance. IFC shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, including contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by IFC shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of IFC insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency in the evidence that is provided shall not be construed as a waiver of IFC's obligation to maintain such insurance. The policy shall not be cancelled or amended without at least thirty (30) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverages being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded IFC. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from IFC. In such event, IFC shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that IFC may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance as well as such extensions or riders otherwise conforming to and in compliance with the terms hereof, promptly upon such change. IFC shall provide evidence of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. All limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:



IFC shall also maintain in effect at its sole expense the following insurance:

- (a) Workers' Compensation:
  - State Statutory
  - Applicable Federal Statutory
  - Identify the policy number on certificate of insurance if workers' compensation is provided.
  
- (b) Contractual Liability (Hold Harmless Coverage):
  - Bodily Injury: \$1,000,000
  - Property Damage: \$1,000,000 each occurrence
  - Annual Aggregate: \$2,000,000 each occurrence
  
- (c) Comprehensive Automobile Liability:
  - Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
  - Property Damage: \$500,000 each occurrence or combined single limit of \$500,000
  
- (d) Umbrella Liability:
  - \$2,000,000 each occurrence

Section 11 – Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Park District and IFC and any of its directors, officers, representatives, employees, agents and volunteers is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, the IFC may from time to time hire person(s) to perform labor and other services for it, and any such person shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, IFC does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District and its commissioners, officers, employees, representatives, agents and volunteers harmless from and indemnify all of them for the payment of any such claims.

Section 12 – Default. In the event that either Party fails or refuses to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice as provided for herein, then the other Party shall have the right to terminate this Agreement upon a further ten (10) day notice. This Agreement may be terminated at any time without notice upon express written consent of both Parties, or for default as otherwise provided for herein; provided that, either Party may otherwise and without cause terminate this Agreement upon ten (10) days written notice. This Section shall not apply to the donation of funds stated in Section 4.

Section 13 – Mutual Hold Harmless and Indemnification. Park District shall indemnify, defend and hold harmless the IFC and any of its directors, officers, employees, agents representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands,



attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the IFC that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

The IFC shall indemnify, defend and hold harmless Park District and any of its commissioners, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of the IFC or any of its directors, officers, employees, agents, representatives, and volunteers in carrying out of the terms of this Agreement.

Section 14 – Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

Section 15 – Assignment - Binding Effect. Neither Party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other. If IFC is sold or transferred in any manner to another person or entity of any kind or character whatsoever, this Agreement is not transferable or assignable, except upon the express written consent of the Park District.

Section 16 – Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 17 – No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Park District and IFC. Third parties shall not have any right to rely on any actions, opinions or, in any other manner whatsoever, regarding the terms of this Agreement.

Section 18 – Counterparts. This Agreement shall be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 19 – Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the addresses set forth below, or at such other place address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.



**CHAMPAIGN PARK DISTRICT**

Attention: Joe DeLuce  
Executive Director  
706 Kenwood Road  
Champaign, IL 61821

**THE ILLINOIS FUTBOL CLUB**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
2310 n. Willow Road  
Urbana, IL 61802

Section 20 - Governing Law and Venue: The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim(s) or suit regarding this Agreement, Champaign County, Illinois shall be the applicable venue for any such claim(s) or suit.

Section 21 – Force Majeure. This Agreement is made and entered into contingent upon strikes, fires, accidents, acts of transportation companies, or subcontractors, acts of God or any other causes beyond the control of the Parties. A Party shall not incur any liability, damages or charge for delays due to a state of war, riot, civil disorder, fire, labor relations impediment, strike, accident, energy failure, equipment breakdown, delays of supplies or carriers, actions of government or civil authorities which are beyond their control. In such event, the Parties may mutually agree upon a new date for performance of this Agreement. A non-performing Party shall not be deemed in breach of this Agreement or any of the terms hereof, nor shall the other Party be entitled to receive damages of any kind or character whatsoever, arising out of any Force Majeure described herein.

Section 22 – Entire Agreement and Amendment. This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire agreement between Park District and the IFC, and may be changed, modified or amended only by mutual written agreement executed by them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as the day and year first above written.

Champaign Park District,  
a municipal corporation

The Illinois Futbol Club,  
an Illinois not-for-profit corporation

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

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

Name: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest

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

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





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** January 24, 2018

**SUBJECT:** Update on Health Insurance Rates for 2018/2019

### Background

The Champaign Park District partners with the City of Champaign to increase bargaining power and risk pool for health insurance rates. The Benefit Advisory Committee (BAC) is comprised of City HR professionals, representatives from bargaining units including the library, the Park District and Sanitary Districts. The group meets to discuss broad perspective expenditures within the plan, possible plan changes or options, member concerns, and other relevant topics.

This year the proposal from Health Alliance is to decrease the cost by 2.64%. Initially Health Alliance quoted an increase of 16% and after some discussion with committee members they provided a revised quote from Health Alliance. The BAC was able to negotiate the increase to a 3% increase, by using 100% of the risk share (about \$400,000) the rate increase was altered to a 2.64% decrease.

In 2009 The BAC negotiated a unique risk share arrangement with Health Alliance. If there is a profit 50% of it will be shared between the organizations that make up the BAC. The BAC portion of the profit will be placed into a risk share account, to be used as a credit against premiums in a future year. In addition, if there is a loss in the plan, the loss is covered solely by Health Alliance. The current and proposed rates including the City's 1.7% administrative fee are:

	Current Plan Rates			Proposed 2018/2019 Rates		
	Premium	CPD Cost	Employee Cost	Premium	CPD Cost	Employee Cost
Employee	\$652.91	\$652.91	\$0.00	\$635.67	\$635.67	\$0.00
Employee + Spouse	\$1,544.82	\$1,009.67	\$535.15	\$1,504.04	\$983.02	\$521.02
Employee + Children	\$1,206.16	\$874.04	\$332.12	\$1,174.32	\$851.13	\$323.19
Family	\$1,607.88	\$1,034.90	\$572.98	\$1,565.44	\$1,007.58	\$557.86

The Park District recognizes the importance of offering competitive employee health care benefits to recruit and retain a talented and productive workforce. This plan has been approved by the BAC and the Champaign City Manager. The Champaign City Council will vote on this health insurance plan at their meeting on February 6, 2018. There will be a 2.64% decrease to health insurance for 12 months effective March 1, 2018.

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**The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.**



The proposed rates include the CPD practice of paying for the employee only coverage and 40% of the dependent coverage. It is the practice of the District to allow full-time I and full-time II employees to waive the health insurance coverage if they can be covered elsewhere on a qualified health insurance plan, those employees receive an annual \$2,000 stipend.

Prior Board Action

History of increases over the last nine years is as follows:

Plan Year	% Increase	Comments
2009	12.75%	Dropped PPO option, increased out of pocket costs to employees and option is now a HMO only plan
2010	8.95%	No change to plan
2011	6.48%	No change to plan
2012	4.4%	No change to plan
2013	0.0%	Used revenue share agreement to keep plan the same
2014	4.5%	No change to plan and used revenue share to drop original proposed increase of 11% proposed increase down to 4.5%
2015	0.5%	Changes to the plan and use of risk share
2016	0.0%	No change to the plan and use of a portion of the risk share
2017	4.9%	Increased employee paid copays for Doctor
2018	-2.64%	Decrease with no changes to the plan

Budget Impact

The proposed rates will decrease by 2.64% from the current fiscal year and therefore based on existing personnel eligible for insurance (including vacant and filled position) there will be a savings to the 2018/2019 proposed budget of approximately \$13,911.00 based on current staff insurance rates.

Recommended Action

This memo is for board discussion and feedback, the issue will be brought to the February 14, 2018 meeting for consideration.

Prepared by:

Reviewed by:

Tammy Hoggatt, SPHR, SHRM-SCP  
Director of HR, IT and Risk

Joe DeLuce, CPRP  
Executive Director





## REPORT TO PARK BOARD

**FROM:** Joe DeLuce, Executive Director

**DATE:** January 22, 2018

**SUBJECT:** Resolution for cash in lieu of health insurance benefits as IMRF reportable earnings

### Background

The Park District offers an option to current full-time employees eligible for health insurance to opt-out of coverage, provided that they provide proof of coverage elsewhere (i.e. spouse) and receive an annual 'cash in lieu' payment of \$2,000. There are currently 19 employees that utilize this benefit, resulting in an annual savings to the Park District for health insurance expenditures of approximately \$91,500.

Prior to the Illinois Pension Code amendment in August 2017, this additional payment was required to be reported to IMRF as earnings without a board approved resolution on file with IMRF. As a result of this update, the IMRF Board of Trustees met and on December 15, 2017, adopted Resolution 2017-12-17 (attached) to amend the definition of IMRF reportable earnings. The resolution states that in order for cash in lieu of healthcare benefits to be reported as IMRF earnings, the governing board must adopt IMRF Form 6.75 (attached) and place on file with IMRF. If no resolution is on file, then any cash amount paid to employees in lieu of or related to healthcare benefits must be excluded from IMRF reportable earnings.

The Park District received notification of this change on Friday, January 19, 2018 via email. The General Memorandum #672 outlines the changes. As there is no effective date specified, the notice was received after payroll was already processed for January 2018, and the opt-out for health insurance is currently calculated to be reported to IMRF for January, staff is requesting direction from the Park Commissioners on further treatment. Those options are as follows:

1. Adopt IMRF Form 3.75 "Suggested Resolution to Include Cash Payments Related to Health Insurance as IMRF Earnings."
2. Do not approve the IMRF Form 3.75 and request staff adjust the January 2018 earnings to exclude this cash payment in lieu of health insurance from the IMRF reported earnings, and refund the employee share of IMRF withheld for the month of January 2018. For future payrolls, payroll system will be updated to exclude this from being reported to IMRF. This amount is \$1,461.48 in additional earnings for 19 employees, \$65.76 for IMRF employee portion, and \$114.87 for IMRF employer portion.

Staff must report January 2018 earnings to IMRF and remit payment no later than February 10, 2018, as is customary.



Prior Board Action

The District's Board of Commissioners have passed four resolutions regarding IMRF and the table below provides more information on each of those resolutions:

Resolution Title	Date of Resolution	Effective Date
Resolution to Authorize Pension Service Credit for Employees Previously Barred By Age	January 13, 1982	January 13, 1982
Resolution to Adopt the Annual 1,000 Hour Standard for IMRF Participation	February 11, 1982	February 11, 1982
Resolution to Allow Service Credit for Military Service	March 12, 1983	March 12, 1983
Resolution to Include Compensation Paid Under an Internal Revenue Code Section 125 Plan as IMRF Earnings	April 12, 2011	August 13, 2008
Resolution to Allow Taxable Fringe Benefits as IMRF Earnings	Not approved	Retroactive to 2005

Budget Impact

No direct impact to the current year budget, however if resolution is not approved, then can anticipate a reduction in the employer IMRF rate in calendar year 2020.

Recommended Action

For discussion purposes only.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA  
Director of Finance

Joe DeLuce, CPRP  
Executive Director





## GENERAL MEMORANDUM #672

**To:** All Authorized Agents  
**Subject:** Board Resolution 2017-12-17, Cash Payments in Lieu of  
or Related to Healthcare Benefits  
**Date:** January 19, 2018

*Please share this memorandum with your  
chief financial officer, governing body members, and other officials.*

On December 15, 2017, the IMRF Board of Trustees adopted Board Resolution 2017-12-17. This resolution gives employers the option to include certain cash payments made as an alternative to employer-provided health insurance as reportable earnings to IMRF.

IMRF Board Resolution 2017-12-17 amends the definition of reportable earnings to include:

- Cash payments made separately from salary and made in lieu of employer-provided health insurance.
- Cash payments made separately from salary and made in association with or related to healthcare benefits.

To include these payments as IMRF earnings, *your employer's governing body must pass a resolution allowing cash payments in lieu of or related to healthcare benefits to be reported as IMRF earnings.* The governing body may use IMRF Form 6.75, "Suggested Resolution to Include Cash Payments Related to Health Insurance as IMRF Earnings" (*enclosed*), or your governing body may draft and adopt its own resolution that is consistent with IMRF Form 6.75. After the resolution is adopted, it must be filed with IMRF.

### **This Resolution Does Not Apply To All Employers**

If your employer *offers* cash payments in lieu of or related to healthcare benefits as identified above, and you intend to include those payments as IMRF earnings, Board Resolution 2017-12-17 applies to you and your employer is required to pass a resolution allowing cash payments for health insurance to be reported as IMRF earnings. The resolution must be kept on file with IMRF. If your employer's governing body does not adopt a resolution to allow IMRF reporting, any cash payments made separately from salary in lieu of or related in any way to healthcare benefits cannot be reported as IMRF earnings.

If your employer *does not* offer cash payments nor does it intend to offer cash payments, this resolution does not apply to you.

### **Questions?**

Please review the attached *Frequently Asked Questions* for more information on this resolution. If you have additional questions about cash payments in lieu of or related to healthcare benefits, please contact Beth Janicki Clark, IMRF General Counsel, at 630-368-5365.

Sincerely,

Brian Collins  
Executive Director



# Board Resolution 2017-12-17



Topic: Earnings  
Subtopic: Cash earnings related to healthcare  
Date: 12/15/2017  
Status: Active

WHEREAS, section 7-114 of the Illinois Pension Code provides that earnings as reported to the Illinois Municipal Retirement Fund for use in the calculation of IMRF benefits shall be an amount to be determined by the Board of Trustees equal to the total amount of money paid to any employee for personal services or official duties as an employee including compensation, fees, allowances and other emoluments paid for official duties, and also the money value of any board, lodging and other allowances provided to the employee in lieu of cash; and

WHEREAS, the Board of Trustees is required under section 7-114 of the Illinois Pension Code to specifically define earnings to be reported to the Illinois Municipal Retirement Fund; and

WHEREAS, the Board of Trustees must periodically review its definition of earnings and update that definition as needed; and

WHEREAS, the value of employer provided health insurance is not reportable to IMRF as earnings; and

WHEREAS, some employers provide cash as an alternative to employer provided health insurance or for the purpose of purchasing other healthcare related benefits, and

WHEREAS, Cash payments given by an employer to an employee (in lieu of or in addition to employer provided insurance) to purchase health insurance or other healthcare related benefits on an insurance exchange, through the employer itself, through a spouse's plan, or any other source have been found to be not reportable to IMRF based on the rule that the value of employer provided health insurance is not reportable; and

WHEREAS, the Board of Trustees has determined that an amendment to the definition of reportable earnings for cash payments made to an employee in lieu of or related to healthcare benefits is needed NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Illinois Municipal Retirement Fund that the IMRF definition of earnings is amended as follows:

IMRF reportable earnings includes all cash payments made separately from salary and made in lieu of employer provided health insurance or cash payments made in association with or related to healthcare benefits, at the option of a participating unit of government. The participating unit of government must affirmatively allow IMRF reporting of such compensation by adoption of a resolution by its governing body.

BE IT FURTHER RESOLVED that, unless the participating unit of government has affirmatively elected to allow IMRF reporting of such compensation, any cash payments made to an employee in lieu of or related in any way to healthcare benefits is excluded from IMRF reportable earnings.





# Suggested Resolution to Include Cash Payments Related to Health Insurance as IMRF Earnings

IMRF Form 6.75 (01/2018)

PLEASE ENTER Employer IMRF I.D. Number

## RESOLUTION

Number \_\_\_\_\_

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include the value of health insurance or cash payments in lieu of or related to healthcare benefits; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include in IMRF earnings cash payments in lieu of or related to healthcare benefits; and

WHEREAS, the \_\_\_\_\_ of the  
BOARD, COUNCIL, etc.

\_\_\_\_\_ is authorized to include  
EMPLOYER NAME  
cash payments made separately from salary and made in lieu of or related to healthcare benefits as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ of the  
BOARD, COUNCIL, etc.

\_\_\_\_\_ does hereby elect to  
EMPLOYER NAME  
include as earnings reportable to IMRF cash payments made separately from salary and made in lieu of or related to healthcare benefits effective \_\_\_\_\_  
EFFECTIVE DATE

BE IT FURTHER RESOLVED that \_\_\_\_\_ is authorized and directed  
CLERK OF SECRETARY OF THE BOARD  
to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

## CERTIFICATION

I, \_\_\_\_\_, the \_\_\_\_\_  
NAME CLERK OR SECRETARY  
of the \_\_\_\_\_ of the County of \_\_\_\_\_,  
EMPLOYER NAME COUNTY  
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its \_\_\_\_\_ at a meeting duly convened  
GOVERNING BODY  
and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF CLERK OR SECRETARY OF THE BOARD

IMRF  
Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337  
Employer-only Phone: 1-800-728-7971  
[www.imrf.org](http://www.imrf.org)