

Proceedings
of the
County Board
of
McLean County,
Illinois

April 17, 2007

*Subject to approval at
May 15, 2007
County Board Meeting*



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April 17, 2007

The McLean County Board met on Tuesday, April 17, 2007 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding. The County Board observed a moment of silence for the residents of Virginia Tech.

Invocation was given by Member Bostic and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members William Caisley, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Terry Baggett, Diane Bostic, John Butler, and Michael Sweeney.

No Members were absent.

Consent Agenda:

Chairman Sweeney asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

Consent Agenda:

- A. Approval of the Proceedings of the County Board, March 20, 2007
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of a Resolution and Letting Results from March 28, 2007 County & Township 2007 MFT Maintenance Sections
 - 2) Request Approval of Annual Surveying Agreement – Lewis, Yockey & Brown, Inc.
 - 3) Request Approval of a Bridge Design Agreement with Hampton, Lenzini & Renwick, Inc., Heartland Bridge – Sec 07-00045-03-BR – Saybrook Rd. (CH 36) Posted on 22 Ton
 - 4) Request Approval of Timber Bridge Engineering Agreement – Hampton, Lenzini & Renwick, Inc.
 - 5) Request Approval of Joint Bridge Petition – Empire Township Road District and Dawson Township Road District
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the Application in Case SU-07-02, Parcel 08-03-351-003 for a Special Use to allow an Outdoor Recreation Facility where Canoes can be rented and launched into the Mackinaw River in the Agriculture District, and a Waiver of the Paved Parking Requirements; on property which is located on Money Creek Township at 21012 PJ Keller Highway, Lexington, IL
 - b) Request Approval of the Application in Case SU-07-03, Parcels 13-34-251-008 and 13-34-127-006 for a Special Use to allow a Planned Development with 23 Residential Lots on 57 acres in the R-1 Single Family Residence District; on Property which is located in Dry Grove Township immediately Southwest of the intersection of Old Peoria Road and 975 East Road

- 2) Subdivision Cases:
 - a) Request Approval of the Application in Case SU-07-04, Parcel 21-34-427-005 for a Front Setback Vacation Plat for Lot 26 in the Crestwicke South Subdivision which is located In Bloomington Township at 15878 Crestwicke Drive, Bloomington

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee
 - a) Request Approval to Purchase Personal Computers through Intergovernmental Purchasing – Information Services
- 2) Property Committee
 - a) Request Approval of Playground Purchase through U.S. Communities Purchasing Contract – Parks and Recreation Department

F. Chairman’s Appointments with the Advice and Consent of the County Board:

- 1) REAPPOINTMENTS:

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Alan LaRochelle
 4211 Lara Trace
 Bloomington, IL 61704
 (Five-year term to expire on May 7, 2012)

BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

Mr. Ken Schroeder
 6 Ridgemont Road
 Normal, IL 61761
 (Three-year term to expire on May 7, 2010)

CARLOCK FIRE PROTECTION DISTRICT

Mr. David Kinzinger
 19198 N. 1100 East Rd.
 Normal, IL 61761
 (Three-year term to expire on April 30, 2010)

DANVERS FIRE PROTECTION DISTRICT

Ms. Diane Bostic
 907 North Mitsubishi Motorway
 Normal, IL 61761
 (Three-year term to expire on April 30, 2010)

DOWNS FIRE PROTECTION DISTRICT

Mr. Mark Reynolds
9513 N. 2125 East Road
Bloomington, IL 61704
(Three-year term to expire on April 30, 2010)

HUDSON FIRE PROTECTION DISTRICT

Mr. Paul McKinney
511 North Broadway
Hudson, IL 61748
(Three-year term to expire on April 30, 2010)

LEXINGTON FIRE PROTECTION DISTRICT

Mr. Daniel Blevins
105 Delane Drive
Lexington, IL 61753
(Three-year term to expire on April 30, 2010)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Chad Hoffman
33995 E 1900 N Rd.
Colfax, IL 61728
(Three-year term to expire on April 30, 2010)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Doug E. Helmers
21982 N. 4000 East Rd.
Cropsey, IL 61731
(Three-year term to expire on April 30, 2010)

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Vernon D. Terrell
15356 Mountain View
Heyworth, IL 61745
(Three-year term to expire on April 30, 2010)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Joseph A. Bane
33632 East Boon Road
Arrowsmith, IL 61722
(Three-year term to expire on April 30, 2010)

TOWANDA FIRE PROTECTION DISTRICT

Mr. Dan Traeger
20691 E. 1400 North Rd.
Bloomington, IL 61704
(Three-year term to expire on April 30, 2010)

2) APPOINTMENTS:

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Dyke C. Shaffer
36022 E 100 N Rd
Farmer City, IL 61842
(Three-year term to expire on April 30, 2010)

CARLOCK FIRE PROTECTION DISTRICT

Mr. Everett H. Laesch
1825 Mabel Rd.
Normal, IL 61761
(Three-year term to expire on April 30, 2010)

ELLSWORTH FIRE PROTECTION DISTRICT

Ms. Melissa Barnhill
PO Box 103
Ellsworth, IL 61737
(Three-year term to expire on April 30, 2010)

3) RESIGNATIONS

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Lloyd Power
37058 East 500 North Rd.
Bellflower, IL 61724

CARLOCK FIRE PROTECTION DISTRICT

Mr. Lowell T. Hoffman
8690 E 1800 North Rd.
Bloomington, IL 61704

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Brian Dirks
27639 E. 1300 North Rd.
Ellsworth, IL 61737

G. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 3, 2007, for a letting held on March 28, 2007 for two (2) Road District 2007 MFT Maintenance Sections, one (1) and McLean County 2007 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on April 3, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Beniach Construction Company, Inc, 306B E Southline Rd, PO Box 20, Tuscola, IL 61953, was the successful bidder on the following section:

Danvers RD.....Sec 07-12000-00-GMGR 2 @ \$48,263.00

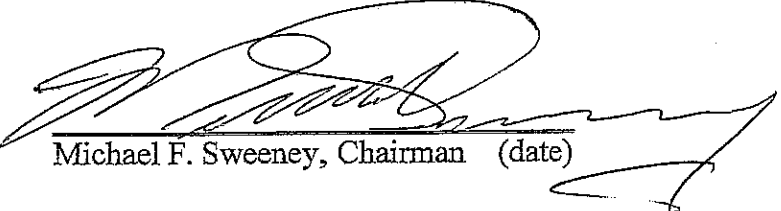
Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609, was the successful bidder on the following section:

Funk's Grove RD.....Sec 07-17000-00-GMGR 2 @ \$15,140.00

2007 Non-MFT CONSTRUCTION SECTION:

Contech Construction Products, 1509 W Mt Vernon, Metamora, IL 61548, was the successful bidder on the following section:

McLean CountySec 04-00040-03-WRPVC @ \$21,035.75


Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]] SS
]]
COUNTY OF MCLEAN]]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 17, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of April A.D., 2007.

[SEAL}


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

March 28, 2007

DANVERS RD
SEC. 07-12000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE	STEFFENS 3-D BID CHECK TOTAL
On Road	Gal	23,200	\$1.60	\$37,120.00	\$1.49	\$34,568.00	\$1.64	\$38,048.00	\$1.52	\$35,264.00
Furn & Spread	Ton	825	\$24.00	\$19,800.00	\$16.60	\$13,695.00	\$22.06	\$18,199.50	\$17.85	\$14,726.25
				\$56,920.00		\$48,263.00		\$56,247.50		\$49,990.25
						-15.21%		-1.18%		-12.17%

FUNKS GROVE RD
SEC. 07-17000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE	STEFFENS 3-D BID CHECK TOTAL
On Road	Gal	5,000	\$2.15	\$10,750.00		\$0.00	\$2.22	\$11,100.00	\$2.07	\$10,350.00
Furn & Spread	Ton	250	\$26.00	\$6,500.00		\$0.00	\$16.16	\$4,040.00	\$20.00	\$5,000.00
				\$17,250.00		\$0.00		\$15,140.00		\$15,350.00
						-100.00%		-12.23%		-11.01%

McLEAN COUNTY
SEC. 04-00040-03-WR NON-MFT PVC PIPE

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	CONTECH BID CHECK UNIT PRICE	CONTECH BID CHECK TOTAL
McLean Co.	Foot	212.5	\$4.20	\$892.50	\$4.00	\$850.00
McLean Co.	Foot	715	\$6.35	\$4,540.25	\$6.05	\$4,325.75
McLean Co.	Foot	1014	\$9.45	\$9,582.30	\$9.00	\$9,126.00
McLean Co.	Foot	338	\$14.70	\$4,968.60	\$14.00	\$4,732.00
McLean Co.	Foot	91	\$23.10	\$2,102.10	\$22.00	\$2,002.00
				\$22,085.75		\$21,065.75
						-4.75%

NORMAL RD
SEC. 2007 NON-MFT HOT MIX 1600 EAST RD

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	McLEAN CO. UNIT PRICE	McLEAN CO. TOTAL	HJEPEL BID BOND UNIT PRICE	HJEPEL BID BOND TOTAL
HMA Surface Removal-Butt Joint	Sq Yd	244	\$25.00	\$6,100.00	\$18.00	\$4,392.00	\$0.00	\$0.00	\$7.95	\$1,939.80
Temporary Ramp	Sq Yd	24	\$30.00	\$720.00	\$22.00	\$528.00	\$0.00	\$0.00	\$4.00	\$96.00
Bit Matt's (Prime Coat)	Gal	1400	\$2.00	\$2,800.00	\$0.01	\$14.00	\$0.00	\$0.00	\$22.00	\$30,800.00
Aggregate (Prime Coat)	Ton	75	\$20.00	\$1,500.00	\$0.01	\$0.75	\$0.00	\$0.00	\$63.25	\$4,743.75
HMA BC IL 19.0 N50	Ton	1150	\$58.00	\$66,700.00	\$59.00	\$67,850.00	\$0.00	\$0.00	\$64.25	\$73,887.50
HMA SC "C" N50	Ton	1150	\$60.00	\$69,000.00	\$63.00	\$72,450.00	\$0.00	\$0.00	\$23.37	\$26,866.50
Agg Wedge Shoulder Type B	Ton	450	\$20.00	\$9,000.00	\$25.00	\$11,250.00	\$0.00	\$0.00		\$9,000.00
				\$155,820.00		\$166,484.75		\$0.00		\$166,511.30
						0.43%		-100.00%		6.86%

PROJECT AGREEMENT
Lewis, Yockey, & Brown Inc.
 Consulting Engineers & Land Surveyors

505 N. Main Street
 Bloomington, IL 61701
 Phone: (309) 829-2552
 Fax: (309) 827-6861

222 E. Center Street
 LeRoy, IL 61752
 Phone: (309) 962-8151
 Fax: (309) 962-7503

155 S. Elm Street
 El Paso, IL 61738
 Phone: (309) 527-2552
 Fax: (309) 527-3230

Project No. 4700.00
 Date March 8, 2007
 Secured By DPB

CLIENT INFORMATION

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR 1, Box 85 102 S Towanda Barnes Rd. Bloomington, IL 61704	FAX NUMBER	662-8038
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

PROJECT DATA

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client.
ANTICIPATED COMPLETION DATE	

INVOICING INFORMATION

Fee Basis	*Current Schedule of Hourly Rates and Expenses attached		_____ not to exceed limit
<input checked="" type="checkbox"/> Hourly Rates and Expenses in effect at time services are performed	\$ _____		estimate
_____ Lump Sum \$ _____	_____ including expenses	_____ plus expenses	
Other:	_____		
Invoices to be submitted:	<input checked="" type="checkbox"/> Monthly	_____ Upon Completion	_____ Other
Special Instruction/Information	Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.		

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY:	David P. Brown	BY:	Michael F. Sweeney, Chmn., McDean Co. Board
(Signature)		(Signature)	
DATE	03/08/2007	DATE	

**PROJECT AGREEMENT
TERMS AND CONDITIONS**

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

RECEIVED

MAR 22 2007

AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

MCLEAN CO. HIGHWAY DEPT.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll-Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 ½% per month will be added to the Client's account. This is an annual rate of 18%.

LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations; unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-6861

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8151
Fax: (309) 962-7503

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2007

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer	\$130.00
Project Manager	\$120.00
Project Engineer	\$105.00
Senior Design Engineer	\$ 90.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$105.00
Senior Engineering Technician	\$ 80.00
Engineering Technician	\$ 60.00
Clerical	\$ 50.00
Geologist	\$100.00
Surveyor	\$ 80.00
Party Chief	\$ 70.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.48/mile
CADD	15.00/hour
GPS Equipment - (2-hour minimum)	150.00/hour

PRELIMINARY ENGINEERING SERVICES AGREEMENT

LOCAL AGENCY

CONSULTANT

County: McLean

Name: Hampton, Lenzini and Renwick, Inc.

Township:

Address: 3085 Stevenson Drive

Section: 07-00045-03-BR

City: Springfield

State: Illinois

THIS AGREEMENT is made and entered into this _____ day of

_____, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name CH 36 Length 0.10 mile

Structure No. 057-3204

Location SW 1/4, Sec. 23, T23N, R5E, 3rd P.M., 2 miles southeast of Arrowsmith: 3440E, 1000N

Description: Bridge Replacement

DEFINITION

DEPARTMENT McLean County Highway Department

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.(X) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000	10.00 (see note)
First 50,000	10.00%
Next 50,000	7.75%
Next 100,000	6.50%
Next 200,000	5.60%
Next 200,000	5.20%
Next 450,000	5.10%

2. To pay for all services stipulated under paragraph 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$148.00
Engineer Specialist	143.00
Engineer 9	141.00
Engineer 8	129.50
Engineer 7	117.00
Engineer 6	105.50
Engineer 5	95.00
Engineer 4	90.50
Engineer 3	83.50
Engineer 2	80.00
Engineer 1	75.00
Technician 7	93.00
Technician 6	85.00
Technician 5	74.50
Technician 4	65.00
Technician 3	57.00
Technician 2	51.50
Technician 1	45.00
Clerical 2	67.50
Clerical 1	47.50
Accountant	66.50

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

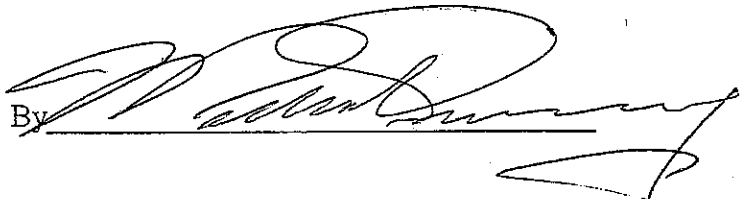
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By 
County Clerk

By 

(SEAL)

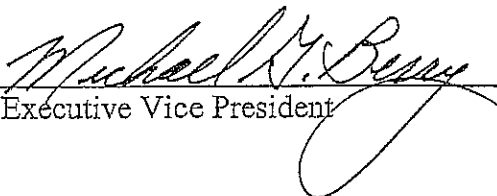
Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By 
Civil Engineering Manager

By 
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules

and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

Michael G. Berry
Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

3/23/07
Date

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini & Renwick, Inc
Township:	Address: 3084 Stevenson Drive Suite 201
Section: Timber Pile Bridge Inspection	City: Springfield
	State: Illinois, 62703

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the inspection and evaluation of timber pile supported bridges designated by the County.

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a. To inspect the timber pile supported structures as designated by the County on the Township or County Highway System in accordance with the requirements of the State of Illinois, Department of Transportation.
 - b. That this project will include the inspection of approximately 17 structures:
County: 057-4604, 057-4918
Township: 057-3305 057-3506 057-3901 057-4210 057-4301
 057-4510 057-4602 057-4800 057-4809 057-5022
 057-5012 057-5018 057-5020
Township under 20 ft: 057-22-14 057-24-06
 - c. To field inspect and update a complete Bridge Inspection Report from BM-BIR-1 for each structure.
 - d. To review and revise, as necessary, IDOT-ISIS Inventory Turnaround Reports forms RIS-R104 & R105 for each structure. This work to be completed and submitted to I.D.O.T.
 - e. To photograph structures, bridge approaches, deteriorations and stream channels for structures which show a marked change in condition since the last field inspection.
 - f. To calculate safe load ratings for structures which show a marked change in condition since the last rating and submit a Bridge Summary Report to IDOT.
 - g. To provide maintenance or repair recommendations for appropriate structures.
 - h. To attend conferences to be held at the request of the County and visit the site of the work at any reasonable time when requested to do so by the County or representatives of the State of Illinois, Department of Transportation.

2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the Engineer as compensation for all services rendered in accordance with this agreement, a sum of money amounting to \$450.00 per each structure inspected with the total contract amount not to exceed \$7,650.
2. That payment due the Engineer for services rendered in accordance with this agreement will be made as soon as practical after the services have been performed.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.


2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 1 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

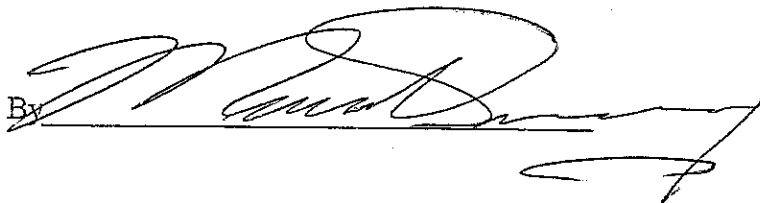
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By 
County Clerk

By 

(SEAL)

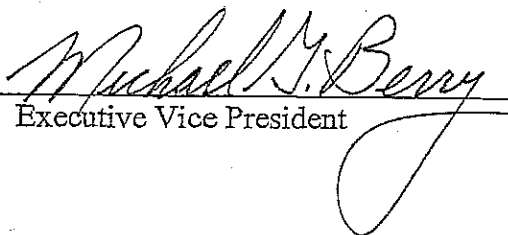
Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By 
Civil Engineering Manager

By 
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

Michael G. Berry
Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

3/23/07
Date

BRIDGE CONSTRUCTION PETITION

Sec. 2007 Empire/Dawson Joint Culvert

TO: McLean County Board
Care of County Clerk
115 E. Washington Street, Room 102
Bloomington, Illinois 61701

2007 Empire/Dawson Joint Culvert Drainage Structure, located on 800N Rd at 2655E in Empire/Dawson Road Districts.

Ladies and Gentlemen:

Empire/Dawson Road Districts, McLean County, Illinois request that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located on the North line of the NE ¼ of Section 4, T 22 N, R 4E of the 3rd P.M., on the Empire/Dawson Township Line.

That of the funds appropriated at the November 2006 meeting of the McLean County Board Twelve Thousand Five Hundred Dollars (\$12,500.00) be used as the County's share of the cost of this structure.

Empire/Dawson Road District certify that they have levied the maximum on their Road and Bridge Fund the last two years.

Empire/Dawson Road District further state that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$25,000.00 and the present structure is inadequate.

Empire/Dawson Road District further certify that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Dean Bubke
Highway Commissioner

Respectfully submitted.

Empire Road District
Timothy A. Bane
Highway Commissioner

Approved Joe Puchko
County Engineer, McLean County, IL

Dawson Road District

Date: 3-28-07

ATTEST

Mr. Michael F. Sweeney
Mr. Michael F. Sweeney, Board Chairman

Peggy Ann Milton
Peggy Ann Milton, County Clerk

Date: 4/17/07

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Daryll Bragg in case SU-07-02, parcel 08-03-351-003. He is requesting a special use to allow an outdoor recreation facility where canoes can be rented and launched into the Mackinaw River in the Agriculture District, and a waiver of the paved parking requirements; on property which is part of the southwest ¼ of Section 3, Township 25N, Range 3E of the 3rd P.M.; and is located in Money Creek Township at 21012 PJ Keller Highway, Lexington, IL. Mr. Bragg originally requested to allow accessory primitive camping but withdrew this request at the public hearing.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 3, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed outdoor recreation facility is located on a 9.4 acre property on which the applicant and his spouse have their single family dwelling. The property has approximately 635 feet of frontage on the north side of PJ Keller Highway (County Highway 8), an asphalt road 24 feet in width. The property is hilly and sloping and drains to the north and east to the Mackinaw River which runs along the north east property line.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the north and east across the Mackinaw River is used for crop production. The land to the south is occupied by a single family residence and is wooded. The land to the west is a nature preserve.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to rent canoes that will be launched into the Mackinaw River either upstream or from the applicant's property. Based on the river and weather conditions, the facility would be operational approximately three months per year. The applicant will provide pickup and delivery service for ½ day, full day and two day trips. The applicant is requesting a maximum of 12 canoes to be rented from the facility. The applicant pointed out the need for such a canoe launch site in the area. He indicated that in the summer, many people park along the PJ Keller Highway at the Mackinaw River Bridge and climb down to the river; this was found to be dangerous. The applicant is requesting a waiver of the paved parking requirements, however one paved handicap space will be provided. With the limited amount of traffic at the proposed facility, it was decided that little dust would be circulated.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially**

- diminish property values in the immediate area.** This standard is met. Nearby land that is in crop production will continue to be desirable for such use. The single family residence to the south will continue to be desirable for such use. The president of the Parklands Foundation testified that the proposed facility could negatively impact the nature preserve located to the west of the subject property; she requested that a written agreement between the Parklands Foundation and the applicant be in place before canoes are rented from the proposed facility in order to limit problems and degradation of their preserve.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed plan will be adjacent to properties that are used for crop production and land that contains a single family residence. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is used for single family residence will continue to be suitable for such.
 4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 635 feet of frontage on the north side of PJ Keller Highway (County Highway 8). The Lexington Fire District will provide fire protection for the subject property. The applicant has obtained approval from the County Health Department for the proposed use. One portable toilet will be provided at a location on site where it is accessible and can be adequately serviced.
 5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrance. The applicant has obtained approval from the County Highway Department to use the existing entrance for the proposed use.
 6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The preamble states "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are such a nature that their location away from residential, commercial and industrial areas is most desirable"
 7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the facility does not include outdoor camping, that a signed written agreement between the applicant and the Parklands Foundation is presented to the Department of Building and Zoning before an occupancy permit is issued for the proposed use, that a maximum limit of 12 canoes be rented from the site, and provided development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow an outdoor recreation facility where canoes can be rented and launched into the Mackinaw River in the Agriculture District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 3rd day of April 2007, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
Jim Finnigan
Joe Elble
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Rickardo Ramirez and Spencer Vatterrodt in case SU-07-03, parcels 13-34-251-008 and 13-34-127-006. They are requesting a special use to allow a Planned Development with 23 residential lots on 57 acres in the R-1 Single Family Residence District; on property which is part of the north ½ of Section 34, Township 24N, Range 1E of the 3rd P.M. and is located in Dry Grove Township immediately southwest of the intersection of Old Peoria Road and 975 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 3, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed planned development is located on a 57 acre property on which a preliminary subdivision plan for the Prairieland Subdivision is still valid. The property has approximately 2468 feet of frontage on the south side of Old Peoria Road, an oil and chip road 18 feet in width. The property is sloping and drains to the south and west. The property also has frontage on the north side of Delta Circle which stubs to the property from the Apollo Acres Subdivision.

SURROUNDING ZONING AND LAND USES - The property is in the R-1 Single Family Residence District. The land to the north in part is in the Agriculture District and in part in the R-1 District. The land to the south is in the R-1 District. The land to the east and west is in the Agriculture District.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The proposed planned development, which will be known as Kings Mill Acres Subdivision, provides open space and a recreational trail that will eventually connect to the Constitution Trail that currently extends west of Bloomington to Illinois Route 9. The proposed development has 23 residential lots on approximately 57 acres. The proposed development is adjacent to a residential subdivision to the south. The applicant is requesting the lots to have at least 140 feet of width rather than 200 feet of width as required for lots one acre in area or larger, and all proposed lots are at least one acre in area. A residential subdivision known as Prairieland Subdivision with 54 residential lots was previously approved on this site and was reinstated on September 19, 2006 for three years. The Prairieland Subdivision was approved with an IEPA sewer system for sanitary waste treatment for the subdivision. The proposed plan would involve private septic systems on each lot. The applicant will need to provide soil detail and soil conditions on each lot to the County Health Department before a preliminary subdivision plan will be approved.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is adjacent to a residential subdivision and will likely improve property values in the immediate area.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed planned development will be built adjacent to properties that are used for single family residences. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is zoned R-1 Single Family Residence District will continue to be suitable for the development of residential uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 2468 feet of frontage on the south side of Old Peoria Road and 60 of frontage on Delta Circle. The applicant will need to work with the Health Department to address any septic concerns before a preliminary plan is approved. Public water and private sewer systems will be available at this site. The Danvers Fire District will provide fire protection for the subject property. The snow removal will be conducted by Dry Grove Township.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrances.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-1 Single Family Residence District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-1 Single Family Residence District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow a Planned Development with 23 residential lots on 57 acres in the R-1 Single Family Residence District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 3rd day of April 2007, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
Jim Finnigan
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 26 in the Crestwicke South Subdivision, File S-07-04

WHEREAS, Robert Luke has requested to vacate the north 10 feet of the south 40 feet of the front setback of Lot 26 except the west 40 feet in the Crestwicke South Subdivision, file number S-07-04, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, a public hearing on said proposed front yard vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

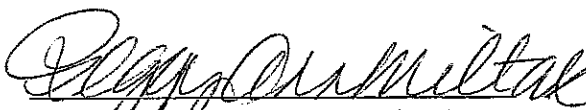
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat for the north 10 feet of the south 40 feet of the front setback of Lot 26 except the west 40 feet in the Crestwicke South Subdivision is hereby approved.

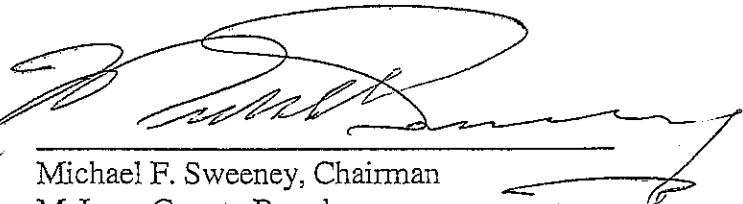
Adopted by the County Board of McLean County, Illinois this 17th day of April, 2007

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-07-04

1. REFERENCE:

- a. Meeting date: April 5, 2007
- b. Subdivider's name: Robert Luke
- c. Subdivision name: Lot 26 Crestwicke South Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 15878 Crestwicke Drive, Bloomington
- b. Township: Bloomington Township
- c. Parcel Numbers: 21-34-427-005
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: To approve a front setback vacation plat for Lot 26 in the Crestwicke South Subdivision to allow a front recorded setback of 30 feet rather than 40 feet as recorded along the south property line. This is a corner lot that is contiguous to land in the Crestwicke South Subdivision First Addition that has a 30 foot front recorded setback; the Zoning Ordinance requires a 30 front setback. This lot will maintain the 40 foot recorded setback on the west property line where it is contiguous to other developed lots in the Crestwicke South Subdivision.
- f. Existing land use: A single family dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Property: ½ acre
- b. County Health Department: The property is served by public water and sewer by the Bloomington Township Water District and is therefore not a concern of the County Health Department.
- c. County Highway Department: Highway Department Staff has reviewed the setback vacation plat for Lot 26 Crestwicke South Subdivision and recommends approval.

Staff recommends approval of setback vacation plat for Lot 26 Crestwicke South Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2007
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

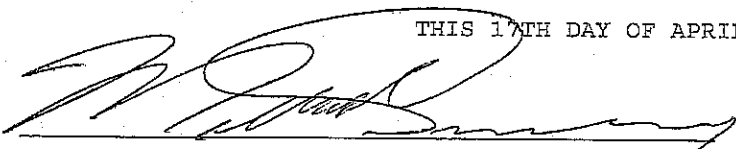
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

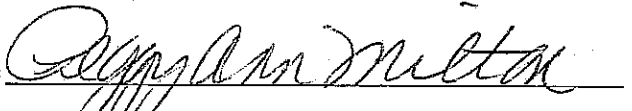
Property Committee					
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0050 LAW & JUSTICE BLDG.MAINT.				
0835 0001 PURCH. KITCH/LNDRY EQUIP.		1,990.00			
0840 0001 PURCHASE OF VEHICLES		30,000.00			
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0115 GOVERNMENT CENTER				
0624 0001 CLEANING SUPPLIES		2,110.00			
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0050 LAW & JUSTICE BLDG.MAINT.				
				0838 0001 PURCH. MACHINERY & EQUIP	1,990.00-
				0850 0001 CAPITALIZED ASSETS	30,000.00-
	FUND 0001 DEPARTMENT 0041 FACILITIES MANAGEMENT				
	PGM 0115 GOVERNMENT CENTER				
				0838 0001 PURCH. MACHINERY & EQUIP	2,110.00-
		34,100.00			
		=====			34,100.00-
					=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF APRIL , 2007



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Michael F. Sweeney
 Chairman

April 12, 2007

To the Honorable Chairman and Members of the McLean County Board:

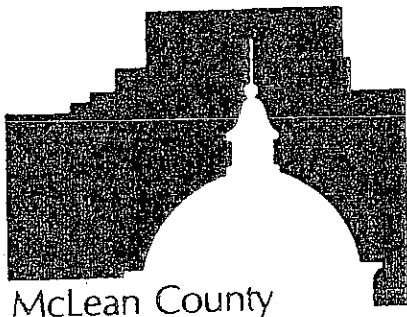
Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Director of the Information Services Department to approve the bid award for the purchase of personal computers under the State of Illinois Central Management Services Contract award #N39913562. The recommended configurations under the Contract are Standard Configuration #1 at a unit cost of \$859.00 and Standard Configuration #2 at a unit cost of \$1208.00.

Funds for this purchase were appropriated in the Purchase of Computer Equipment line-item account in the Fiscal Year 2007 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Boslic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Personal Computers
Through Intergovernmental Purchasing**

April 10, 2007

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

I respectfully request permission to purchase Dell computer systems under Contract N39913562. Given that I believe this to be advantageous to McLean County, and given that I have the support of the County Administrator in making such a purchase, permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing. County departments May participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

These machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract.

Information Services would like to purchase from two basic configurations exist within the contract.

Configuration #1, at \$859.00 consists of a 2.4 GHz, 2 GB Ram, 80gb hard drive, 16x DVD+/- rw DVD burner with 17" flat panel monitor and Gold support service running Windows XP Service Pack 2.

Configuration #2, at \$1208.00 is identical to the above configuration except for an upgraded video card capable of supporting dual monitors and an additional 20" monitor.

Configuration	Qty	Price	Extended Price
#1	20	\$859	\$17,180
#2	12	\$1,208	\$14,496
Total			\$31,676

I respectfully request permission to purchase these personal computers using the State of Illinois CMS Contract.

Respectfully submitted,

Craig Nelson
Director, Information Services



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Michael F. Sweeney
 Chairman

April 12, 2007

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to authorize and approve the purchase of a Gametime "Tunnel Up" play structure through the U.S. Communities Purchasing Contract, at a cost of \$10,643.80 plus freight anticipated to be approximately \$750.00. The U.S. Communities Purchasing Contract is a national competitive bid program that is available through the County's membership in the National Association of Counties ("NACo").

Funds for the purchase of this "Tunnel Up" play structure have been appropriated in the Fiscal Year 2007 adopted budget of the Department of Parks and Recreation.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Boslic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahari Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Ranner	District #10 Benjamin J. Owens Bob Nuckolls



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 03/25/07

RE: Playground Purchase through U.S. Communities Purchasing Contract

The Department of Parks and Recreation has obtained initial quotes for playgrounds, as contained in the Department of Parks and Recreation's Parks Program revised capital plan and budget. All quotes for appropriate equipment exceeded the \$10,000 limit requiring formal bids or use of competitive bid intergovernmental contracts.

As the Department of Parks and Recreation commonly only purchases a single playground unit in a given year, the Department's experience has been that the U.S. Communities Playgrounds and Park Amenities Contract has provided cost savings over other manufacturers' quotes. The contract also includes specifications that provide the quality, ease of service and level of risk management necessary for public parks installation.

The Department recommends that it is advantageous to the County to purchase a new replacement ADA compliant playground as provided in the McLean County Purchasing and Contracting Ordinance Chapter 17.59-5 *Items Purchased Through Intergovernmental Purchasing*. The Department recommends the purchase of a Gametime "Tunnel Up" play structure through the U.S. Communities Purchasing Contract at a cost of \$10,643.80 plus freight, anticipated to be approximately \$750.00 additional. This structure, which offers 13 play items including 3 slides and rock wall climber. The Department is familiar with maintenance and operation of the Contract Manufacturer's play systems. Orders under this contract are taken by the Manufacturer Gametime's U.S. Communities Representatives and the Department of Parks and Recreation receives delivery and service through the regional representative. The Department will perform in-house installation of purchased equipment.

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

**A RESOLUTION FOR REAPPOINTMENT OF ALAN LaROCHELLE
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

WHEREAS, due to the expiration of term of Alan LaRochelle as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Alan LaRochelle as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2012, or until a successor shall have been qualified and appointed.

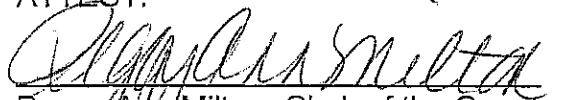
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mr. Alan LaRochelle and Mr. Dan Deneen, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF KEN SCHROEDER
AS A MEMBER OF THE BLOOMINGTON-NORMAL WATER RECLAMATION
DISTRICT**

WHEREAS, due to the expiration of term of Ken Schroeder as a member of the Bloomington-Normal Water Reclamation District, it is advisable to consider an appointment or reappointment to this position; and,

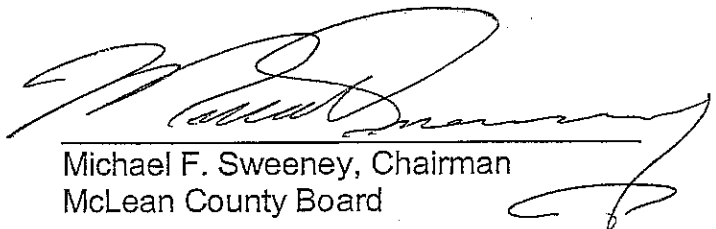
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Ken Schroeder as a member of the Bloomington-Normal Water Reclamation District for a term of three years to expire on the first Monday in May, 2010 or until a successor shall have been qualified and appointed.

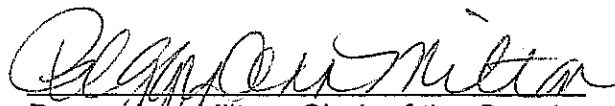
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Ken Schroeder and Peter Brandt, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DAVID KINZINGER
AS A MEMBER OF THE CARLOCK FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of David Kinzinger as a member of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

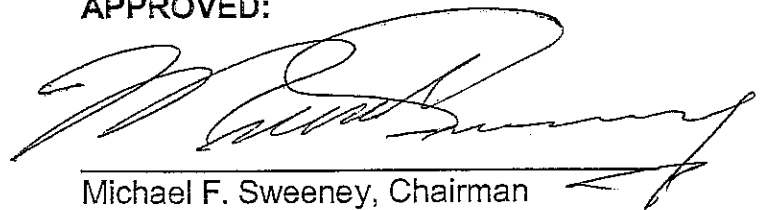
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Kinzinger as a member of the Carlock Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to David Kinzinger and William Wetzel, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

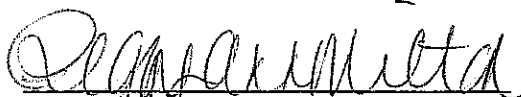
Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE DANVERS FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Diane Bostic as a member of the Danvers Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

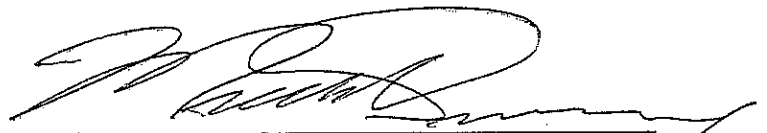
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the Danvers Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

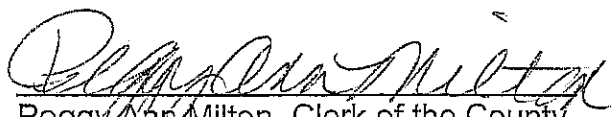
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic and Mark McGrath, Attorney for the District, and to the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION FOR REAPPOINTMENT OF MARK REYNOLDS
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Mark Reynolds as a Trustee of the Downs Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

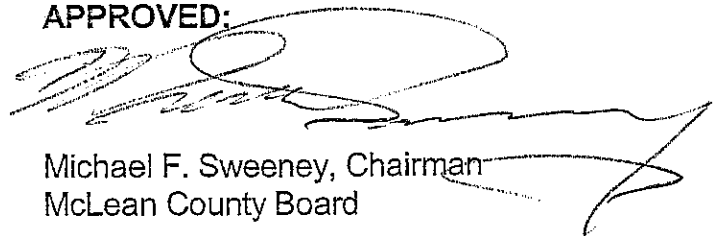
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Reynolds as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mark Reynolds and Greg Knapp, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF PAUL McKINNEY
AS A MEMBER OF THE HUDSON FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Paul McKinney as a member of the Hudson Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

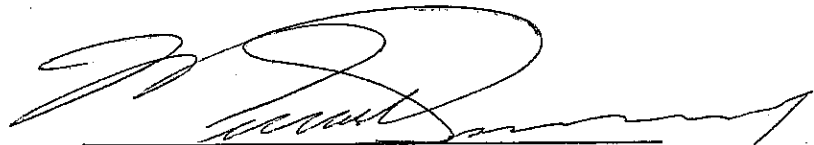
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Paul McKinney as a member of the Hudson Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

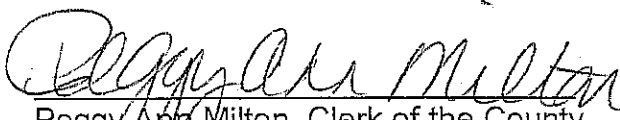
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Paul McKinney, Ralph Turner, Attorney for the District, the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DANIEL BLEVINS
AS A MEMBER OF THE LEXINGTON FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Daniel Blevins as a member of the Lexington Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Daniel Blevins as a member of the Lexington Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Daniel Blevins, Mr. Al Freehill, Attorney for the District; the County Auditor, County Clerk and County Administrator's Office.


Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION OF REAPPOINTMENT OF CHAD HOFFMAN
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Chad Hoffman as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

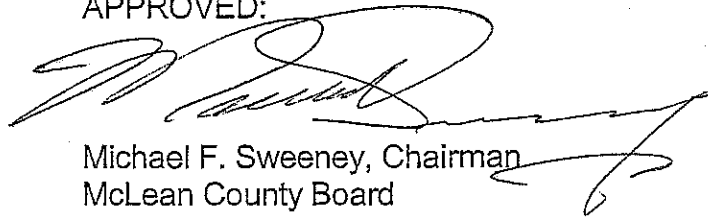
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Chad Hoffman as a Trustee of the Octavia Fire Protection District for a term of three year term to expire on April 30, 2010 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Chad Hoffman, and to the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION OF REAPPOINTMENT OF DOUG E. HELMERS
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT**

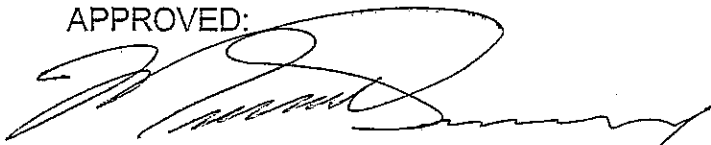
WHEREAS, due to the expiration of term of Doug E. Helmers as a member of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term to expire on April 30, 2004, by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Doug E. Helmers as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Doug E. Helmers, and to the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF VERNON D. TERRELL
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Vernon D. Terrell as a Trustee of the Randolph Fire Protection District, it is advisable to consider an appointment or a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Vernon D. Terrell as Trustee of the Randolph Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Vernon D. Terrell and James DePew, Attorney for the District, and to the County Clerk, County Auditor and County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JOSEPH A. BANE
AS A MEMBER OF THE SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Joseph A. Bane as a member of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

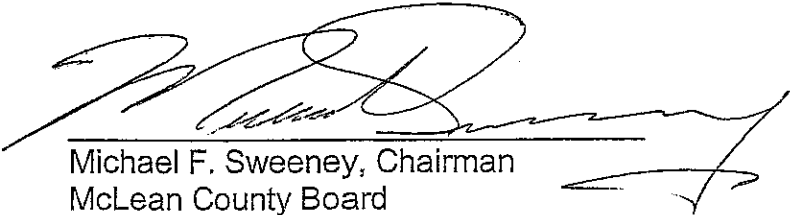
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joseph A. Bane as a member of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Joseph A. Bane, and to the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DAN TRAEGER
AS A MEMBER OF THE TOWANDA FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Dan Traeger as a member of the Towanda Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

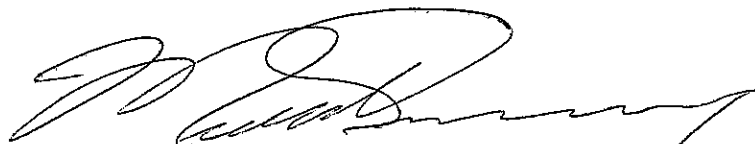
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dan Traeger as a member of the Towanda Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Dan Traeger and James Sinclair, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF DYKE C. SHAFFER
AS A MEMBER OF THE BELLFLOWER FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Lloyd Power as a member of the Bellflower Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

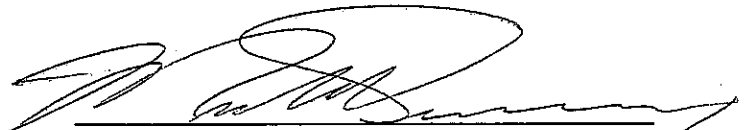
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Dyke C. Shaffer as a member of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Mr. Dyke C. Shaffer and Darrell Hartweg, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF EVERETT H. LAESCH
AS A MEMBER OF THE CARLOCK FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Lowell T. Hoffman as a member of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

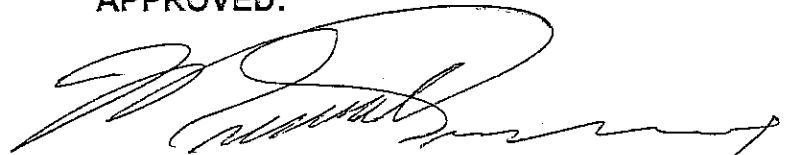
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Everett H. Laesch as a member of the Carlock Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Everett H. Laesch and William Wetzel, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

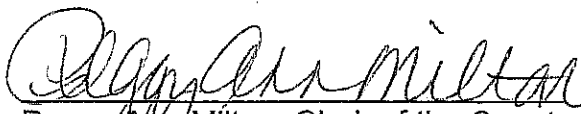
Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF MELISSA BARNHILL
AS A MEMBER OF THE ELLSWORTH FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Brian Dirks as a member of the Ellsworth Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

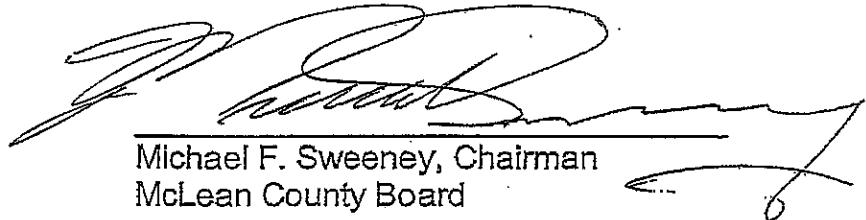
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Melissa Barnhill as a member of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Melissa Barnhill and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Gordon/Cavallini moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF ANN HARDING
AS A MEMBER OF THE McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**

WHEREAS, due to the resignation of P.A. "Sue" Berglund as a member of the McLean County Economic Development Council, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Ann Harding as a member of the McLean County Economic Development Council to complete a term of two years to expire on December 31, 2007 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Ann Harding, to the County Auditor, the County Clerk and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Sorensen/Renner moved the County Board approve a Request for Approval of Appointment of Ms. Ann Harding to the Bloomington- Normal-McLean County Economic Development Council (To fill remainder of term expiring on December 31, 2007)

Chairman Sweeney recommended the following:

Members Renner/Moss moved the County Board approve the Declaration of Vacancy in County Board District #5, pursuant to Section 5.11-7 of the Rules of the McLean County Board and 10 ILCS 5/25-11 – Chairman of the County Board. Chairman Sweeney stated the following: as you all know we have declared a vacancy for County Board District 5. We will be accepting applications in the County Board office through May 3rd. Applicants and Members can attend the May 8, 2007 Executive Committee meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and minutes from other meetings are found on pages 37-44.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
Collector's Automation Fund 0168, County Treasurer 0004, Financial Management 0004**

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Collector's Automation Fund 0168, County Treasurer 0004, Financial Management Program 0004; and,

WHEREAS, an equipment failure in the County Treasurer's Office has created a need to acquire two (2) high speed printers for use in the tax collection and receipting process; and,

WHEREAS, the Information Services Department has reviewed the need for two (2) high-speed printers to be acquired for the Treasurer's tax collection and receipting process; and,

WHEREAS, sufficient funds exist for such a purchase in the unappropriated fund balance of the Collector's Automation Fund; and,

WHEREAS, the Finance Committee, on Tuesday, April 3, 2007, recommended approval of an Emergency Appropriation Ordinance to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance to appropriate sufficient funds to permit the County Treasurer to purchase two (2) high-speed printers for use in the tax collection and receipting process; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Collector's Automation Fund 0168, County Treasurer 0004, Financial Management Program 0004 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Unappropriated Fund Balance 0168-0004-0004-0400.0000	\$ 0.00	\$ 3,600.00	\$ 3,600.00

2. That the County Auditor is directed to add to the appropriated budget of the Collector's Automation Fund 0168 County Treasurer 0004, Financial Management Program 0004 the following appropriation:

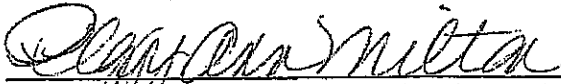
Purchase of Computer Equipment 0168-0004-0004-0833.0002	\$ 0.00	\$ 3,600.00	\$ 3,600.00
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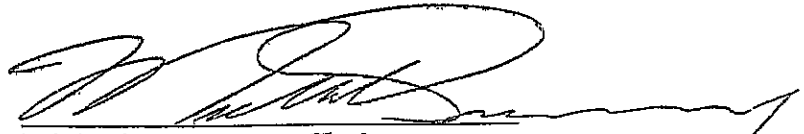
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor and County Treasurer.

ADOPTED by the McLean County Board this 17th day of April, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board.

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Members Sorensen/Renner moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – Collector’s Automation Fund 0168, County Treasurer 0004, Financial Management 0004 – Treasurer’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Contract Agreement

THIS AGREEMENT entered into this _____ day of _____, 2007 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and MC LEAN COUNTY, ILLINOIS, a government entity, hereinafter called "the County," party of the second part, WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing Professional Mapping Services for various governmental agencies in the United States; and

WHEREAS, the County is desirous of having The Sidwell Company provide Professional Mapping Services.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

The Sidwell Company will perform the services described in the scope of work that follows.

Introduction

McLean County, Illinois desires Professional Mapping Services from The Sidwell Company. These services will include updating and ongoing maintenance of McLean County's Geographic Information System (GIS) cadastral database.

Area to be Serviced

The area to be serviced encompasses all of McLean County (except the City of Bloomington Township, which is serviced under a separate agreement).

Service Procedure

McLean County shall assemble and forward to Sidwell all necessary newly acquired data obtained by the County as listed below. After the data has been processed by the Contractor and all necessary changes made to the cadastral database, completed data and related forms will be returned to McLean County as soon as possible.

Information to be Furnished by the County

- Copies of required deeds or transfer sheets.
- Copies of required subdivisions.
- Copies of required documents relating to street and alley dedications and vacations:
- Copies of required highway plats.
- Copies of required plats of survey, as requested.
- Digital files of updated cadastral maps (if applicable).
- Make available, without cost to Sidwell, any other data that may be necessary to perform the service.

Materials and Services to be Performed by Sidwell

All materials and services listed below will be provided by Sidwell only as McLean County deems necessary. The extent of services will be determined prior to beginning the project and may be revised at any time at the direction of McLean County.

- Plot all parcel divisions and consolidations in the GIS cadastral database and assign new parcel numbers as directed by the County.
- Plot new subdivisions in their proper location in the GIS cadastral database and assign new parcel numbers as directed by the County.
- Plot street dedications and vacations in the GIS cadastral database.

Terms of Contract

This contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

Service Fee Computation

For all of the work and services as covered by this contract, Sidwell shall be paid the cost of labor, material and overhead, plus a service fee computed to yield a profit of fifteen percent (15%) of billings. The cost of labor is the total wages of the persons performing the particular tasks. Tasks are assigned to individuals who have the appropriate experience to perform the necessary tasks accurately. Overhead fees are calculated on an annual basis and are distributed equally across all productive hours charged to active accounts. Said service fee shall be billed and paid monthly as the material and services are completed and delivered.

Maximum Fee

It is understood by and between the parties that McLean County has budgeted \$73,000.00 for the services described in this agreement, during the County's fiscal year 2007 (January 1, 2007 through December 31, 2007). Notwithstanding the above fee computation methodology, Sidwell agrees that the total fees for work performed during the County's 2007 fiscal year, as described in this agreement, will not exceed \$73,000.00. Sidwell agrees to perform all work associated with the County's 2007 fiscal year, as provided to Sidwell by the County, regardless of whether or not the computed fees would have exceeded this amount.

Additional Provisions

It is understood that this contract must be amended prior to December 31, 2007, for any services to continue past that date. Future amendments will establish the scope of services to be performed by Sidwell (if any), fee provisions, and any budgetary constraints.

This agreement may be terminated by McLean County, Illinois, by giving written notice to The Sidwell Company thirty (30) days prior to the monthly billing date. This agreement may be terminated by The Sidwell Company by giving written notice to McLean County, Illinois, thirty (30) days prior to the monthly billing date.

Upon termination of this contract, The Sidwell Company shall furnish McLean County with all data supplied by McLean County, the GIS cadastral database and any other materials that were supplied by McLean County.

In the event of termination, The Sidwell Company will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the County.

The Contractor shall not discriminate against any person seeking employment or in their employment or separation there from because of sex, race, creed, color, age, religion or national origin. Furthermore, the Contractor agrees to abide by the "Affidavit of Equal Opportunity" attached to this contract, which shall be deemed to be a continuing obligation of the Contractor during the term of this contract.

This contract, as heretofore described, made and entered into on this _____ day of _____, 2007.

THE SIDWELL COMPANY

MC LEAN COUNTY, ILLINOIS

By _____
Neal Carpenter, President, CEO

By _____

NEAL CARPENTER personally
appeared and signed before me as an
officer and agent of said corporation this

ATTEST

By _____

_____ day of _____, 2007.

Notary

AFFIDAVIT OF EQUAL OPPORTUNITY

As a condition of continuing a contractual or business relationship with **McLean County, Illinois**, it is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. This shall include handicapped persons, disabled veterans, and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

In signing this affidavit, the bidder or contractor further certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform services at any location, under their control, where segregated facilities are maintained. The bidder or contractor further certifies that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location, under their control, where segregated facilities are maintained.

The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex, sexual orientation, or national origin, including handicapped persons, disabled veterans, and persons of any political affiliation, because of habit, local custom, or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

THE SIDWELL COMPANY

NEAL D. CARPENTER
President & Chief Executive Officer

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Contract Agreement between McLean County and The Sidwell Company for Professional Mapping Services – Supervisor of Assessment’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2007 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0107 AIDS/Communicable Disease Program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:


1. That the Treasurer is requested to establish revenue line 0407-0134 Medical Reserve Corp (MRC) Capacity Grant - in Fund 0107, Department 0061, Program 0062 and appropriating \$10,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part Time Employees	\$ 51,091	\$ 1,357	\$ 52,448
0599-0001	Co. IMRF	\$ 9,641	\$ 116	\$ 9,757
0599-0003	SS Contribution	\$ 8,596	\$ 104	\$ 8,700
0607-0001	Food	\$ 637	\$ 1,920	\$ 2,557
0620-0001	Op/Office Supplies	\$ 8,200	\$ 3,093	\$ 11,293
0706-0001	Contract Services	\$ 8,049	\$ 3,000	\$ 11,049
0718-0001	Conference & Schooling	\$ 3,100	\$ 410	\$ 3,510
TOTALS:		\$ 89,314	\$ 10,000	\$ 99,314


3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17th day of April, 2007.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\07NACCHO

Budget Amendment
National Association of City and County Health Officials MRC Grant
Grant Fund 0107

The McLean County Health Department applied for, and was awarded, a \$10,000 grant from the National Association of City and County Health Officials (NACCHO) to conduct training for volunteers used as part of the McLean County Health Department's emergency public health response function. Specifically, the funding will be used in the department's Medical Reserve Corps (MRC) to provide training to the local unit. The MRC is made up of volunteer physicians, nurses, and other individuals to augment the community's capacity to meet public demand during a public health emergency such as a bioterrorism event or large scale infectious disease outbreak. A portion of the funding will be used to defray a portion of the emergency public health coordinator's compensation on the project. The majority of the funding will cover training materials, meeting room rental for four courses, course fees for first aid/CPR/AED training and a costs associated with the coordinator attending to attend MRC-Illinois meetings.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0107 – AIDS/Communicable Disease Program – for a NACCHO Medical Reserve Corps Training Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2007 Combined
Appropriation and Budget Ordinance for Fund 0112

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0112 Sub department 0065 Animal Control, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0410-0001 Animal Control Unclassified- in Fund 0112, Department 0061, Program 0065, by \$18,031 from \$2,000 to \$20,031.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0065, Animal Control as follows:

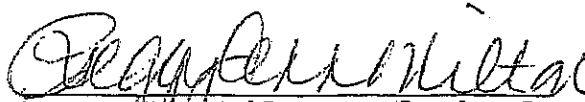
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0840-0001	Purchase Vehicles	\$ 0	\$18,031	\$ 18,031
TOTALS:		\$ 0	\$18,031	\$ 18,031

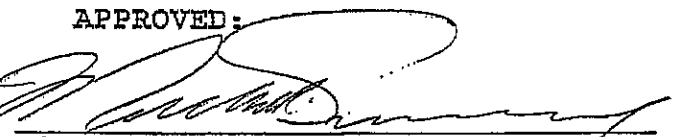
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17th day of April, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean


Michael F. Sweeney Chairman of the
McLean County Board

**FY 2007 Budget Amendment Request
McLean County Health Department Animal Control
Fund 0112 Sub department 0065**

The McLean County Health Department is requesting an appropriation of available resources to apply towards the purchase of a replacement animal control vehicle in FY 2007. Recently the 1994 Ford Ranger vehicle encountered severe transmission problems. A repair quote was estimated at approximately \$2,418. Since the vehicle is already 13 years old and in poor overall condition it was determined to be more fiscally responsible to purchase a new vehicle than invest a sizeable amount of money on the old vehicle.

The requested amendment is necessary to appropriate \$18,031 in the 0112-0061-0065-0840-0001 Purchase of Vehicle line item and the corresponding revenue line 0112-0061-0065-0410-0001 Animal Control Miscellaneous Revenue. The revenue presently is available in that line item via the transfer of unclaimed resources from three liability accounts utilized as part of the animal control operating fund. Transfers in the amounts of \$2,500 from Pre-Paid Vaccination Fees, \$7,000 from Spay/Neuter Deposits, and \$8,531 from Micro-Chipping Deposit have already been processed and applied to the Miscellaneous Revenue account. These amounts represent liability holdings that have aged past the reclamation periods. These accounts are established to pay third party vendors for prepaid services required by State statutory reference as a mandates for release of animals from a licensed animal holding facility.

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0112-0061-0065 – Animal Control Program – to Purchase a new Vehicle – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 56-66.

TRANSPORTATION COMMITTEE:
Member Hoselton, Vice-Chairman, stated there were no Items for Action and the General Report could be found on pages 67-72.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

HARRY E. RIDDLE, ARCHITECT

April 12, 2007

John E. Mitchell
McLean County Highway Department
102 S. Towanda-Barnes Rd.
Bloomington, Illinois 61704

Re: Vehicle Storage Building
102 S. Towanda-Barnes Rd.

This letter is to serve as the Architectural Services Agreement between the McLean County Highway Department and myself for those services required for the above referenced project. Should this agreement be satisfactory to the County, please have one copy signed by the proper authority and return it to me.

I will work closely with your department during all phases of the project and will bill only for my time directly associated with it.

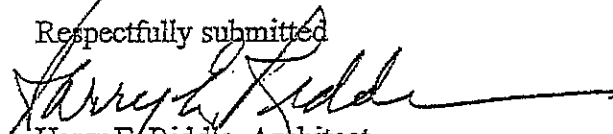
The following provisions apply:

1. Architectural Services are to include all that are required for the project.
2. These services will include a preliminary design, construction documents (drawings and specifications), bid documents (bid invitation, bid forms, and supplementary general conditions), Recommendations concerning contract forms and contract modifications, analysis and value engineering during the review of bids, assistance during the administration of the contracts, and final inspections of the contract.
3. Included in these services will be required structural, mechanical and electrical engineering.

11 SUN POINTE COURT • BLOOMINGTON, ILLINOIS 61704
PHONE (309) 662-3651 • FAX (309) 662-1858

4. The County will supply, as Owner, all site information including engineering plat, topographical information, sub-surface soil conditions, environmental engineering, and all governmental fees and approvals required for the project.
5. I will require reimbursement for direct costs for FED-EX/ UPS/ U.S. MAIL and final construction document reproduction costs
6. My personal hourly rate for all work is \$80.00 per hour.
7. I will bill for my work at the completion of the construction document preparation for all time and expense accrued to that date. I will then bill for any time and expense accrued during the administration (construction) period at the time of occupancy of the project.

Respectfully submitted


Harry E. Riddle, Architect
11 Sun Pointe Court
Bloomington, Illinois 61704


Authorized signature-
McLean County, Illinois

4/17/07
Date

Members Bostic/Caisley moved the County Board approve a Request for Approval of Professional Services Agreement with Mr. Harry E. Riddle, Architect (new heated Highway Garage) – County Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is located on pages 74-81.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

**MASTER CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER**

I. PURPOSE

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

WHEREAS, the County of Ford is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

WHEREAS, the McLean County Board and the Ford County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Ford County.

II. PARTIES

McLean County is the receiving County. Ford County is the transmitting County.

III. TERMS

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility. Transmitting County shall not be liable/pay for unused detention days.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

The McLean County Board hereby delegates to the Director of the McLean County Juvenile Detention Center the authority to approve purchases of detention days by the Transmitting County. The Director of the Juvenile Detention Center shall consider the current population of the Detention Center, the number of detention days held and used by the transmitting County, the total number of detention days contracted for by all counties for space in the Juvenile Detention Center, the need for certainty in population management, current staffing levels and appropriate population numbers for the safety of juveniles detained in the Juvenile Detention Center

The transmitting County agrees to make payment promptly upon being billed.

The receiving County shall not be obligated to accept a detainee if doing so would result in overcrowding of the Juvenile Detention Center or would impair the safety of the staff or residents of the McLean County Juvenile Detention Center.

IV. BILLING

The receiving County will bill for services rendered under this Agreement on a monthly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

Consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

XI. SUPERSEDES OTHER AGREEMENTS

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

XIII. AMENDMENT OF AGREEMENT

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

XIV. NOTICES

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman
Director of Court Services
104 West Front Street, Box 2400
Bloomington, Illinois 61704-2400

Cassy Morris
Director/Chief Probation Officer
Ford County Courthouse
200 W. State St.
Paxton, Illinois 60957

XV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

XVI. INTERPRETATION OF THIS AGREEMENT

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

XVII. CONTRACT PERIOD AND RENEWAL

This Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

APPROVED:

APPROVED:

Ford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

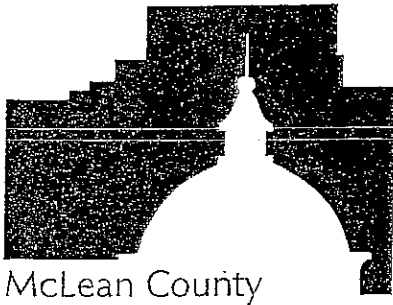
ATTEST:

Ford County Clerk

McLean County Clerk

Date

Date



COURT SERVICES


Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

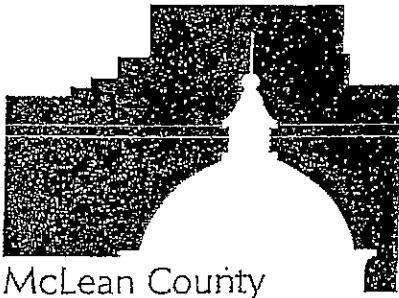
Date: March 26, 2007

RE: Juvenile Detention Bed Space Master Contract -- Ford County

I have attached a master contract for lease of space in the McLean County Detention Center, for Ford County. This contract guarantees each county bed space at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. The master contract replaces the contract for lease of space that has previously been entered into with each county. This contract is identical to the ones approved for Livingston, Logan and Woodford Counties.

This contract has been reviewed and approved by the McLean County States Attorney's office.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.



COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: March 26, 2007

RE: Juvenile Detention Bed Space Master Contract – Ford County

I have attached a master contract for lease of space in the McLean County Detention Center, for Ford County. This contract guarantees each county bed space at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. The master contract replaces the contract for lease of space that has previously been entered into with each county. This contract is identical to the ones approved for Livingston, Logan and Woodford Counties.

This contract has been reviewed and approved by the McLean County States Attorney's office.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Selzer moved the County Board approve a Request for Approval of a Master Contract with Ford County for Lease of Space in the McLean County Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report is found on pages 88-93.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated they had no Items for action and their General Report can be found on pages 94-96.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have one item for information all Members should have received in your mailbox a copy of the East Side Highway Study. Anyone who would like additional information can find it on our website.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: National Association of Counties, NACo, will be having National County Government week. They use this as a week of celebration to thank County employees. Perhaps we should consider doing this in the future.

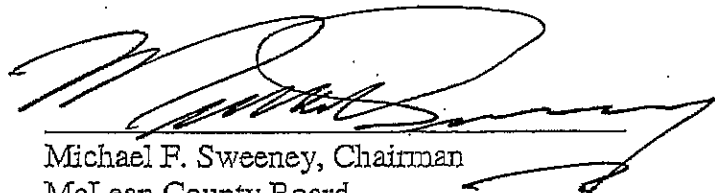
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

March 31, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$302,283.42	\$302,283.42
Finance		\$1,019,392.33	\$1,019,392.33
Human Services		\$358,866.37	\$358,866.37
Justice	\$956.44	\$2,049,037.64	\$2,049,994.08
Land Use		\$17,223.84	\$17,223.84
Property		\$292,791.90	\$292,791.90
Transportation		\$407,407.76	\$407,407.76
Health Board		\$404,063.43	\$404,063.43
Disability Board		\$48,942.71	\$48,942.71
T. B. Board		\$20,661.09	\$20,661.09
Total	\$956.44	\$4,920,670.49	\$4,921,626.93



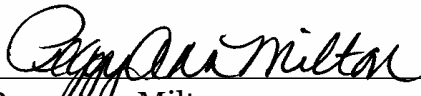
Michael F. Sweeney, Chairman
McLean County Board

Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Gordon/Owens for adjournment until May 15, 2007 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:15 a.m.

Michael Sweeney
County Board Chairman

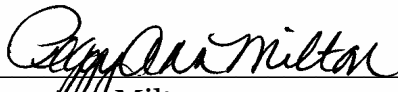


PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of April, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 2nd day of May, 2007.



PeggyAnn Milton
McLean County Clerk