

Proceedings
of the
County Board
of
McLean County,
Illinois

February 15, 2005

*Subject to approval at
March 15, 2005
County Board Meeting*



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February 15, 2005

The McLean County Board met on Tuesday, February 15, 2005 at 9:05 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, Ann Harding, Duane Moss, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, Matt Sorensen, Cathy Ahart, Terry Baggett, Duffy Bass, and Michael Sweeney.

The following Members were absent:

George Gordon, Stan Hoselton, Robert Nuckolls, and David Selzer.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. No requests were made at this time.

The Consent Agenda read as follows:

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, January 18, 2005
 - B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results From January 26, 2005 for County Pipe Culverts, Sec. 05-00000-00-GM
 - 2) Request Approval of Resolutions by the McLean County Board for Highway Department Purchase of Equipment
 - a) Letting Results from January 26, 2005 Bids for Equipment
 - b) State Bid Pickup Purchases
 - 3) Request Approval of MFT Resolution and Local Agency Agreement—Lexington/LeRoy Road— Sec. 02-00044-07-WR
 - 4) Request Approval of MFT Resolution – Holder Road – Sec 04-00040-03-WR
 - 5) Request Approval of MFT Resolution – Hudson/Stuckey Road—Sec 05-00135-07-WR
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application of Bellas Landscaping, in case ZA-05-01. They are requesting a map amendment to change the zoning classification from A-Agriculture District to C-Commercial District; on a 2.3 acre property which is located in Bloomington Township at 2405 Fox Creek Road, Bloomington, IL
 - D. Transfer Ordinances
 - E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Finance Committee
 - a) Request Approval of Review of 2004 Employee Health Screening and Wellness Program and Request to Continue the Program for 2005—Health Department
 - b) Request Approval of Risk Management Insurance Program for FY'2005—Risk Management
 - c) Request Approval of Renewal of Service Agreement for Brokerage Service FY'2005—Risk Management
 - 2) Justice Committee
 - a) Request Approval to Apply for a Juvenile Accountability Incentive Block Grant – Court Services

- 3) Property Committee
 - a) Request Approval for Maintenance Agreement between SimplexGrimmel LP and McLean County for maintenance Of the Bell Strike Equipment at the Old McLean County Courthouse—Facilities Management

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

1) REAPPOINTMENTS:

Southeastern McLean County Water Authority

Mr. Darwin Builta
36215 E. 200 North Rd.
Bellflower, IL 61724
(3-year term expiring February 19, 2008)

South Empire Drainage District

Mr. Steven Crumbaugh
1764 1525 N.
LeRoy, IL 61752
(3-year term expiring September, 2006 [not done in 2003])

Kumler Drainage District

Mr. Donald W. Wallace
32665 E. 600 West Road
Arrowsmith, IL 61722
(Appointed in 2003 to fill unexpired term through September, 2005—Correction to his appointment)

2) APPOINTMENTS:

Regional Planning Commission

Mr. Jeff Kowalczyk
5 Reading Road
Bloomington, IL 61701
(3-year term expiring December 31, 2007)

Regional Planning Commission

Mr. Mark Klinger
37 Chiswick Circle
Bloomington, IL 61704
(Appointed to fill unexpired term through December 31, 2005)

3) RESIGNATIONS

None

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 1, 2005, for a letting held on January 26, 2005 for McLean County 2005 Non-MFT Culvert Pipe; and

WHEREAS, the Transportation Committee duly approved the bids on February 1, 2005

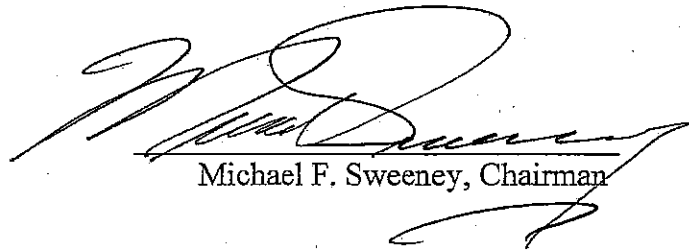
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2005 NON-MFT SECTIONS:

McLean CountySec. 05-00000-00-GM Non-MFT Pipe Culverts

The successful bidder for the above section was:

Contech Construction Products, Inc\$236,414.30

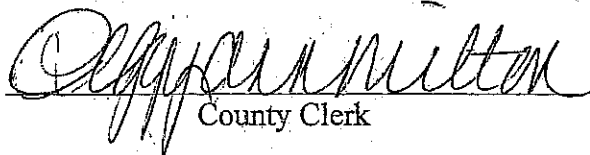

Michael F. Sweeney, Chairman

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 February 15, 2005.

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 15th day of February, A.D., 2005.

[SEAL]


County Clerk

McLEAN COUNTY
SEC. 05-00000-00-NON-MFT PIPE CULVERTS

| ITEM | DELIVERY VAR. LOCS. IN COUNTY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | | CONTECH | | METAL CULVERTS | |
|-------------------------------|-------------------------------------|------|----------|------------|-------------|------------|-------------|------------|----------------|------------|
| | | | | | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE |
| 12" CSCP .064 GALV. | | L.F. | 200 | \$4.95 | \$990.00 | \$5.20 | \$1,040.00 | \$5.95 | \$1,192.00 | |
| 15" CSCP .064 GALV. | | L.F. | 1,000 | \$5.95 | \$5,950.00 | \$6.12 | \$6,120.00 | \$7.50 | \$7,500.00 | |
| 18" CSCP .064 GALV. | | L.F. | 800 | \$7.45 | \$5,960.00 | \$7.65 | \$6,120.00 | \$8.91 | \$7,128.00 | |
| 21" CSCP .064 GALV. | | L.F. | 50 | \$8.40 | \$420.00 | \$8.50 | \$425.00 | \$10.32 | \$516.00 | |
| 24" CSCP .079 GALV. | | L.F. | 200 | \$11.87 | \$2,374.00 | \$12.00 | \$2,400.00 | \$14.90 | \$2,980.00 | |
| 30" CSCP .079 GALV. | | L.F. | 100 | \$14.85 | \$1,485.00 | \$15.30 | \$1,530.00 | \$18.29 | \$1,829.00 | |
| 36" CSCP .079 GALV. | | L.F. | 100 | \$17.80 | \$1,780.00 | \$18.36 | \$1,836.00 | \$21.81 | \$2,181.00 | |
| 42" CSCP .079 3"X1" CORR GALV | | L.F. | 100 | \$24.35 | \$2,435.00 | \$25.85 | \$2,585.00 | \$30.72 | \$3,072.00 | |
| 48" CSCP .109 3"X1" CORR GALV | | L.F. | 100 | \$38.30 | \$3,830.00 | \$40.70 | \$4,070.00 | \$48.71 | \$4,871.00 | |
| 54" CSCP .109 3"X1" CORR GALV | | L.F. | 40 | \$42.95 | \$1,718.00 | \$45.65 | \$1,826.00 | \$55.27 | \$2,210.80 | |
| 15" ERS .064 GALV. CSCP | | L.F. | 50 | \$6.10 | \$305.00 | \$6.60 | \$330.00 | \$8.04 | \$402.00 | |
| 18" ERS .064 GALV. CSCP | | L.F. | 50 | \$7.60 | \$380.00 | \$8.25 | \$412.50 | \$9.45 | \$472.50 | |
| 24" ERS .079 GALV. CSCP | | L.F. | 100 | \$12.15 | \$1,215.00 | \$13.20 | \$1,320.00 | \$15.69 | \$1,569.00 | |
| 30" ERS .079 GALV. CSCP | | L.F. | 100 | \$15.20 | \$1,520.00 | \$16.50 | \$1,650.00 | \$19.09 | \$1,909.00 | |
| 36" ERS .079 GALV. CSCP | | L.F. | 100 | \$18.20 | \$1,820.00 | \$19.80 | \$1,980.00 | \$22.74 | \$2,274.00 | |
| 42" ERS .079 3"X1" GALV. CSCP | | L.F. | 100 | \$25.40 | \$2,540.00 | \$27.26 | \$2,726.00 | \$31.76 | \$3,176.00 | |
| 48" ERS .079 3"X1" GALV. CSCP | | L.F. | 100 | \$30.65 | \$3,065.00 | \$31.32 | \$3,132.00 | \$36.21 | \$3,621.00 | |
| 54" ERS .079 3"X1" GALV. CSCP | | L.F. | 40 | \$34.60 | \$1,384.00 | \$35.38 | \$1,415.20 | \$40.66 | \$1,626.40 | |
| 10" PRECOATED .064 | | L.F. | 200 | \$6.50 | \$1,300.00 | \$7.02 | \$1,404.00 | \$7.84 | \$1,568.00 | |
| 12" PRECOATED .064 | | L.F. | 200 | \$7.25 | \$1,450.00 | \$7.50 | \$1,500.00 | \$7.57 | \$1,514.00 | |
| 15" PRECOATED .064 | | L.F. | 1,500 | \$8.70 | \$13,050.00 | \$9.00 | \$13,500.00 | \$9.52 | \$14,280.00 | |
| 18" PRECOATED .064 | | L.F. | 1,000 | \$10.90 | \$10,900.00 | \$11.25 | \$11,250.00 | \$11.31 | \$11,310.00 | |
| 21" PRECOATED .064 | | L.F. | 50 | \$12.30 | \$615.00 | \$12.75 | \$637.50 | \$13.09 | \$654.50 | |
| 24" PRECOATED .079 | | L.F. | 500 | \$17.70 | \$8,850.00 | \$18.00 | \$9,000.00 | \$18.82 | \$9,410.00 | |
| 30" PRECOATED .079 | | L.F. | 500 | \$22.10 | \$11,050.00 | \$22.50 | \$11,250.00 | \$23.10 | \$11,550.00 | |
| 36" PRECOATED .079 3"X1" | | L.F. | 100 | \$26.50 | \$2,650.00 | \$27.00 | \$2,700.00 | \$27.55 | \$2,755.00 | |
| 42" PRECOATED .079 3"X1" | | L.F. | 100 | \$35.70 | \$3,570.00 | \$36.66 | \$3,666.00 | \$38.45 | \$3,845.00 | |
| 48" PRECOATED .079 3"X1" | | L.F. | 100 | \$56.20 | \$5,620.00 | \$57.72 | \$5,772.00 | \$60.72 | \$6,072.00 | |
| 60" PRECOATED .109 3"X1" | | L.F. | 40 | \$63.00 | \$2,520.00 | \$64.74 | \$2,589.60 | \$68.89 | \$2,755.60 | |
| 66" PRECOATED .109 3"X1" | | L.F. | 40 | \$72.20 | \$2,888.00 | \$71.76 | \$2,870.40 | \$75.42 | \$3,016.80 | |
| 72" PRECOATED .109 3"X1" | | L.F. | 40 | \$77.80 | \$3,112.00 | \$78.78 | \$3,151.20 | \$82.30 | \$3,292.00 | |
| 78" PRECOATED .109 3"X1" | | L.F. | 40 | \$84.75 | \$3,390.00 | \$85.80 | \$3,432.00 | \$89.61 | \$3,584.40 | |
| 84" PRECOATED .109 3"X1" | | L.F. | 40 | \$98.60 | \$3,944.00 | \$99.84 | \$3,993.60 | \$104.32 | \$4,172.80 | |
| 90" PRECOATED .109 3"X1" | | L.F. | 40 | \$105.50 | \$4,220.00 | \$106.86 | \$4,274.40 | \$111.71 | \$4,468.40 | |
| 96" PRECOATED .109 3"X1" | | L.F. | 40 | \$113.25 | \$4,530.00 | \$114.66 | \$4,586.40 | \$119.02 | \$4,760.80 | |
| 102" PRECOATED .109 3"X1" | | L.F. | 40 | \$119.40 | \$4,776.00 | \$120.90 | \$4,836.00 | \$126.68 | \$5,067.20 | |
| 108" PRECOATED .138 3"X1" | | L.F. | 40 | \$162.60 | \$6,504.00 | \$164.58 | \$6,583.20 | \$169.47 | \$6,738.80 | |
| 114" PRECOATED .138 3"X1" | | L.F. | 40 | \$171.10 | \$6,844.00 | \$173.16 | \$6,926.40 | \$177.74 | \$7,109.60 | |
| 120" PRECOATED .138 3"X1" | | L.F. | 40 | \$180.30 | \$7,212.00 | \$182.52 | \$7,300.80 | \$187.00 | \$7,480.00 | |
| 12" ERS PRECOATED .064 | | L.F. | 40 | \$7.35 | \$294.00 | \$7.80 | \$312.00 | \$8.30 | \$332.00 | |
| 15" ERS PRECOATED .064 | | L.F. | 200 | \$8.85 | \$1,770.00 | \$9.36 | \$1,872.00 | \$10.20 | \$2,040.00 | |
| 18" ERS PRECOATED .064 | | L.F. | 100 | \$11.05 | \$1,105.00 | \$11.70 | \$1,170.00 | \$11.99 | \$1,199.00 | |
| 24" ERS PRECOATED .079 | | L.F. | 200 | \$18.00 | \$3,600.00 | \$18.72 | \$3,744.00 | \$19.82 | \$3,964.00 | |
| 30" ERS PRECOATED .079 | | L.F. | 100 | \$22.40 | \$2,240.00 | \$23.40 | \$2,340.00 | \$24.11 | \$2,411.00 | |
| 36" ERS PRECOATED .079 | | L.F. | 100 | \$26.90 | \$2,690.00 | \$28.08 | \$2,808.00 | \$28.73 | \$2,873.00 | |
| 42" ERS PRECOATED .079 3"X1" | | L.F. | 50 | \$36.20 | \$1,810.00 | \$37.60 | \$1,880.00 | \$38.76 | \$1,938.00 | |
| 48" ERS PRECOATED .109 3"X1" | | L.F. | 100 | \$57.00 | \$5,700.00 | \$59.20 | \$5,920.00 | \$62.35 | \$6,235.00 | |
| 54" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$63.95 | \$2,558.00 | \$66.40 | \$2,656.00 | \$70.78 | \$2,831.20 | |
| 60" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$71.95 | \$2,878.00 | \$73.60 | \$2,944.00 | \$77.57 | \$3,102.80 | |
| 66" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$79.00 | \$3,160.00 | \$80.80 | \$3,232.00 | \$84.71 | \$3,388.40 | |
| 72" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$86.00 | \$3,440.00 | \$88.00 | \$3,520.00 | \$92.45 | \$3,698.00 | |
| 78" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$93.10 | \$3,724.00 | \$95.20 | \$3,808.00 | \$105.09 | \$4,203.60 | |
| 84" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$100.10 | \$4,004.00 | \$102.40 | \$4,096.00 | \$106.52 | \$4,344.80 | |
| 90" ERS PRECOATED .109 3"X1" | | L.F. | 40 | \$107.10 | \$4,284.00 | \$109.60 | \$4,384.00 | \$115.70 | \$4,668.00 | |
| 96" ERS PRECOATED .138 3"X1" | | L.F. | 40 | \$147.00 | \$5,880.00 | \$150.40 | \$6,016.00 | \$155.89 | \$6,235.60 | |

| | | | | | | | | |
|-------------------------------|----|------|--------------|--------------|------------|------------|--------------|--------------|
| 102" ERS PRECOATED .138 3"X1" | 40 | L.F. | \$154.85 | \$6,194.00 | \$158.40 | \$6,336.00 | \$165.67 | \$6,626.80 |
| 108" ERS PRECOATED .138 3"X1" | 40 | L.F. | \$165.00 | \$6,600.00 | \$168.80 | \$6,752.00 | \$175.78 | \$7,031.20 |
| 10' .064 PERF PRECOATED CSCP | 50 | L.F. | \$7.25 | \$362.50 | \$7.56 | \$378.00 | \$11.22 | \$561.00 |
| 12' .064 PERF PRECOATED CSCP | 50 | L.F. | \$8.05 | \$402.50 | \$8.40 | \$420.00 | \$11.59 | \$578.50 |
| 15' .064 PERF PRECOATED CSCP | 50 | L.F. | \$9.70 | \$485.00 | \$10.08 | \$504.00 | \$14.65 | \$732.50 |
| 18' .064 PERF PRECOATED CSCP | 40 | L.F. | \$12.10 | \$484.00 | \$12.60 | \$504.00 | \$17.45 | \$698.00 |
| 24' .079 PERF PRECOATED CSCP | 40 | L.F. | \$19.35 | \$774.00 | \$20.16 | \$806.40 | \$27.27 | \$1,090.80 |
| 10" STEEL END SEC | 1 | EACH | \$57.50 | \$57.50 | \$55.00 | \$55.00 | \$59.85 | \$59.85 |
| 12" STEEL END SEC | 1 | EACH | \$28.30 | \$28.30 | \$30.00 | \$30.00 | \$37.15 | \$37.15 |
| 15" STEEL END SEC | 1 | EACH | \$35.65 | \$35.65 | \$40.00 | \$40.00 | \$47.20 | \$47.20 |
| 18" STEEL END SEC | 1 | EACH | \$45.10 | \$45.10 | \$45.00 | \$45.00 | \$61.15 | \$61.15 |
| 21" STEEL END SEC | 1 | EACH | \$58.10 | \$58.10 | \$60.00 | \$60.00 | \$73.60 | \$73.60 |
| 24" STEEL END SEC | 1 | EACH | \$71.00 | \$71.00 | \$70.00 | \$70.00 | \$91.25 | \$91.25 |
| 30" STEEL END SEC | 1 | EACH | \$116.75 | \$116.75 | \$120.00 | \$120.00 | \$166.65 | \$166.65 |
| 36" STEEL END SEC | 1 | EACH | \$191.15 | \$191.15 | \$190.00 | \$190.00 | \$268.60 | \$268.60 |
| 42" STEEL END SEC | 1 | EACH | \$345.60 | \$345.60 | \$360.00 | \$360.00 | \$506.70 | \$506.70 |
| 48" STEEL END SEC | 1 | EACH | \$405.40 | \$405.40 | \$420.00 | \$420.00 | \$589.70 | \$589.70 |
| 54" STEEL END SEC | 1 | EACH | \$476.10 | \$476.10 | \$475.00 | \$475.00 | \$698.90 | \$698.90 |
| 60" STEEL END SEC | 1 | EACH | \$756.10 | \$756.10 | \$755.00 | \$755.00 | \$1,048.30 | \$1,048.30 |
| 66" STEEL END SEC | 1 | EACH | \$812.50 | \$812.50 | \$805.00 | \$805.00 | \$1,126.95 | \$1,126.95 |
| 72" STEEL END SEC | 1 | EACH | \$901.50 | \$901.50 | \$900.00 | \$900.00 | \$1,250.00 | \$1,250.00 |
| 78" STEEL END SEC | 1 | EACH | \$976.25 | \$976.25 | \$975.00 | \$975.00 | \$1,355.00 | \$1,355.00 |
| 84" STEEL END SEC | 1 | EACH | \$1,063.00 | \$1,063.00 | \$1,060.00 | \$1,060.00 | \$1,475.00 | \$1,475.00 |
| 15" ERS STEEL END SEC | 1 | EACH | \$35.90 | \$35.90 | \$36.00 | \$36.00 | \$47.45 | \$47.45 |
| 18" ERS STEEL END SEC | 1 | EACH | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$55.65 | \$55.65 |
| 24" ERS STEEL END SEC | 1 | EACH | \$58.25 | \$58.25 | \$60.00 | \$60.00 | \$79.75 | \$79.75 |
| 30" ERS STEEL END SEC | 1 | EACH | \$95.60 | \$95.60 | \$100.00 | \$100.00 | \$133.65 | \$133.65 |
| 36" ERS STEEL END SEC | 1 | EACH | \$154.30 | \$154.30 | \$160.00 | \$160.00 | \$211.40 | \$211.40 |
| 42" ERS STEEL END SEC | 1 | EACH | \$253.85 | \$253.85 | \$260.00 | \$260.00 | \$364.25 | \$364.25 |
| 48" ERS STEEL END SEC | 1 | EACH | \$317.60 | \$317.60 | \$320.00 | \$320.00 | \$454.25 | \$454.25 |
| 54" ERS STEEL END SEC | 1 | EACH | \$430.90 | \$430.90 | \$430.00 | \$430.00 | \$631.60 | \$631.60 |
| 60" ERS STEEL END SEC | 1 | EACH | \$602.00 | \$602.00 | \$610.00 | \$610.00 | \$825.55 | \$825.55 |
| 66" ERS STEEL END SEC | 1 | EACH | \$804.00 | \$804.00 | \$800.00 | \$800.00 | \$1,118.20 | \$1,118.20 |
| 72" ERS STEEL END SEC | 1 | EACH | \$875.00 | \$875.00 | \$875.00 | \$875.00 | \$1,188.10 | \$1,188.10 |
| 78" ERS STEEL END SEC | 1 | EACH | \$949.00 | \$949.00 | \$950.00 | \$950.00 | \$1,318.20 | \$1,318.20 |
| 84" ERS STEEL END SEC | 1 | EACH | \$981.00 | \$981.00 | \$980.00 | \$980.00 | \$1,354.85 | \$1,354.85 |
| 10" PRECOATED 22.5° ELBOW | 1 | EACH | \$62.10 | \$62.10 | \$59.50 | \$59.50 | \$59.35 | \$59.35 |
| 12" PRECOATED 22.5° ELBOW | 1 | EACH | \$72.45 | \$72.45 | \$69.50 | \$69.50 | \$66.50 | \$66.50 |
| 15" PRECOATED 22.5° ELBOW | 1 | EACH | \$87.40 | \$87.40 | \$83.50 | \$83.50 | \$81.00 | \$81.00 |
| 18" PRECOATED 22.5° ELBOW | 1 | EACH | \$104.65 | \$104.65 | \$100.00 | \$100.00 | \$95.65 | \$95.65 |
| 24" PRECOATED 22.5° ELBOW | 1 | EACH | \$178.25 | \$178.25 | \$170.00 | \$170.00 | \$131.50 | \$131.50 |
| 10" PRECOATED 45° ELBOW | 1 | EACH | \$62.10 | \$62.10 | \$59.50 | \$59.50 | \$59.35 | \$59.35 |
| 12" PRECOATED 45° ELBOW | 1 | EACH | \$72.45 | \$72.45 | \$69.00 | \$69.00 | \$66.50 | \$66.50 |
| 15" PRECOATED 45° ELBOW | 1 | EACH | \$87.40 | \$87.40 | \$83.50 | \$83.50 | \$81.00 | \$81.00 |
| 18" PRECOATED 45° ELBOW | 1 | EACH | \$104.65 | \$104.65 | \$100.00 | \$100.00 | \$95.65 | \$95.65 |
| 24" PRECOATED 45° ELBOW | 1 | EACH | \$178.25 | \$178.25 | \$170.50 | \$170.50 | \$131.50 | \$131.50 |
| 10" PRECOATED 90° ELBOW | 1 | EACH | \$62.10 | \$62.10 | \$70.00 | \$70.00 | \$65.30 | \$65.30 |
| 12" PRECOATED 90° ELBOW | 1 | EACH | \$66.25 | \$66.25 | \$82.50 | \$82.50 | \$73.15 | \$73.15 |
| 15" PRECOATED 90° ELBOW | 1 | EACH | \$104.65 | \$104.65 | \$100.00 | \$100.00 | \$110.55 | \$110.55 |
| 18" PRECOATED 90° ELBOW | 1 | EACH | \$126.50 | \$126.50 | \$120.00 | \$120.00 | \$130.70 | \$130.70 |
| 24" PRECOATED 90° ELBOW | 1 | EACH | \$178.25 | \$178.25 | \$170.50 | \$170.50 | \$185.80 | \$185.80 |
| 10" PRECOATED TEE | 1 | EACH | \$83.95 | \$83.95 | \$80.00 | \$80.00 | \$90.60 | \$90.60 |
| 12" PRECOATED TEE | 1 | EACH | \$96.60 | \$96.60 | \$92.50 | \$92.50 | \$106.75 | \$106.75 |
| 15" PRECOATED TEE | 1 | EACH | \$119.60 | \$119.60 | \$114.40 | \$114.40 | \$141.80 | \$141.80 |
| 18" PRECOATED TEE | 1 | EACH | \$164.45 | \$164.45 | \$157.00 | \$157.00 | \$168.25 | \$168.25 |
| 24" PRECOATED TEE | 1 | EACH | \$232.30 | \$232.30 | \$220.00 | \$220.00 | \$241.60 | \$241.60 |
| | | | \$230,479.75 | \$236,414.30 | \$220.00 | \$220.00 | \$257,420.60 | \$257,420.60 |
| | | | | | | | | 11.69% |

McLEAN COUNTY
SEC. 05-00000-00-NON-MFT PVC STORM SEWER

Bill P. [unclear]

| ITEM | DELIVERY VAR. LOCS. IN COUNTY | UNIT | QUANTITY | UNIT PRICE | ENGINEERS | | CONTECH | |
|--------------------------------|-------------------------------------|-------|----------|------------|-------------------|--------------------|-------------|--|
| | | | | | ESTIMATE TOTAL | BID CHECK TOTAL | | |
| 6" PERF CORR PVC SS | | 500 | L.F. | \$1.45 | \$725.00 | \$1.50 | \$750.00 | |
| 8" PERF CORR PVC SS | | 1,000 | L.F. | \$2.25 | \$2,250.00 | \$2.60 | \$2,600.00 | |
| 10" PERF CORR PVC SS | | 1,000 | L.F. | \$3.20 | \$3,200.00 | \$4.20 | \$4,200.00 | |
| 12" PERF CORR PVC SS | | 1,000 | L.F. | \$5.35 | \$5,350.00 | \$6.25 | \$6,250.00 | |
| 15" PERF CORR PVC SS | | 100 | L.F. | \$7.55 | \$755.00 | \$9.00 | \$900.00 | |
| 18" PERF CORR PVC SS | | 100 | L.F. | \$11.55 | \$1,155.00 | \$12.00 | \$1,200.00 | |
| 24" PERF CORR PVC SS | | 100 | L.F. | \$18.85 | \$1,885.00 | \$20.75 | \$2,075.00 | |
| 8" CORR PVC SS | | 500 | L.F. | \$1.35 | \$675.00 | \$1.40 | \$700.00 | |
| 8" CORR PVC SS | | 1,000 | L.F. | \$2.00 | \$2,000.00 | \$2.40 | \$2,400.00 | |
| 10" CORR PVC SS | | 1,000 | L.F. | \$3.00 | \$3,000.00 | \$4.00 | \$4,000.00 | |
| 12" CORR PVC SS | | 1,000 | L.F. | \$4.25 | \$4,250.00 | \$5.25 | \$5,250.00 | |
| 15" CORR PVC SS | | 100 | L.F. | \$6.50 | \$650.00 | \$8.00 | \$800.00 | |
| 18" CORR PVC SS | | 100 | L.F. | \$10.50 | \$1,050.00 | \$11.00 | \$1,100.00 | |
| 24" CORR PVC SS | | 100 | L.F. | \$17.50 | \$1,750.00 | \$19.50 | \$1,950.00 | |
| 6" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$9.65 | \$38.60 | \$9.50 | \$38.00 | |
| 8" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$21.55 | \$86.20 | \$21.40 | \$85.60 | |
| 10" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$78.90 | \$315.60 | \$85.00 | \$340.00 | |
| 12" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$112.70 | \$450.80 | \$110.00 | \$440.00 | |
| 15" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$185.50 | \$742.00 | \$185.00 | \$740.00 | |
| 18" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$213.10 | \$852.40 | \$270.00 | \$1,080.00 | |
| 24" PVC SEWER NON-REDUCING TEE | | 4 | EACH | \$901.00 | \$3,604.00 | \$1,100.00 | \$4,400.00 | |
| 6" PVC SEWER 90° ELBOW | | 4 | EACH | \$6.40 | \$25.60 | \$7.00 | \$28.00 | |
| 8" PVC SEWER 90° ELBOW | | 4 | EACH | \$18.55 | \$74.20 | \$26.00 | \$104.00 | |
| 10" PVC SEWER 90° ELBOW | | 4 | EACH | \$47.70 | \$190.80 | \$65.00 | \$260.00 | |
| 12" PVC SEWER 90° ELBOW | | 4 | EACH | \$58.30 | \$233.20 | \$71.00 | \$284.00 | |
| 15" PVC SEWER 90° ELBOW | | 4 | EACH | \$119.80 | \$479.20 | \$147.00 | \$588.00 | |
| 18" PVC SEWER 90° ELBOW | | 4 | EACH | \$188.70 | \$754.80 | \$270.00 | \$1,080.00 | |
| 24" PVC SEWER 90° ELBOW | | 4 | EACH | \$321.20 | \$1,284.80 | \$536.00 | \$2,144.00 | |
| 6" PVC SEWER 45° ELBOW | | 4 | EACH | \$5.40 | \$21.60 | \$6.10 | \$24.40 | |
| 8" PVC SEWER 45° ELBOW | | 4 | EACH | \$14.65 | \$58.60 | \$25.00 | \$100.00 | |
| 10" PVC SEWER 45° ELBOW | | 4 | EACH | \$41.25 | \$165.00 | \$45.00 | \$180.00 | |
| 12" PVC SEWER 45° ELBOW | | 4 | EACH | \$58.40 | \$233.60 | \$66.00 | \$264.00 | |
| 15" PVC SEWER 45° ELBOW | | 4 | EACH | \$126.15 | \$504.60 | \$140.00 | \$560.00 | |
| 18" PVC SEWER 45° ELBOW | | 4 | EACH | \$147.35 | \$589.40 | \$220.00 | \$880.00 | |
| 24" PVC SEWER 45° ELBOW | | 4 | EACH | \$343.45 | \$1,373.80 | \$422.00 | \$1,688.00 | |
| 6" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$5.30 | \$21.20 | \$6.00 | \$24.00 | |
| 8" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$18.15 | \$72.60 | \$23.20 | \$92.80 | |
| 10" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$53.05 | \$212.20 | \$68.30 | \$273.20 | |
| 12" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$67.85 | \$271.40 | \$78.00 | \$312.00 | |
| 15" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$143.10 | \$572.40 | \$140.00 | \$560.00 | |
| 18" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$217.30 | \$869.20 | \$215.00 | \$860.00 | |
| 24" PVC SEWER 22.5° ELBOW | | 4 | EACH | \$381.60 | \$1,526.40 | \$390.00 | \$1,560.00 | |
| 6" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$6.55 | \$39.30 | \$7.25 | \$43.50 | |
| 8" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$11.15 | \$66.90 | \$12.25 | \$73.50 | |
| 10" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$23.65 | \$141.90 | \$26.10 | \$156.60 | |
| 12" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$39.25 | \$235.50 | \$38.00 | \$228.00 | |
| 15" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$67.85 | \$407.10 | \$75.00 | \$450.00 | |
| 18" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$116.60 | \$699.60 | \$132.00 | \$792.00 | |
| 24" PVC SEWER COUP W/CEN STOP | | 6 | EACH | \$265.00 | \$1,590.00 | \$328.00 | \$1,968.00 | |
| 6" FERNCO COUPLING | | 6 | EACH | \$140.10 | \$840.60 | \$24.00 | \$144.00 | |
| 8" FERNCO COUPLING | | 6 | EACH | \$35.00 | \$210.00 | \$36.00 | \$216.00 | |
| 10" FERNCO COUPLING | | 6 | EACH | \$48.75 | \$292.50 | \$50.00 | \$300.00 | |
| 12" FERNCO COUPLING | | 6 | EACH | \$56.20 | \$337.20 | \$61.00 | \$366.00 | |
| 15" FERNCO COUPLING | | 6 | EACH | \$93.30 | \$559.80 | \$99.00 | \$594.00 | |
| 18" FERNCO COUPLING | | 6 | EACH | \$190.80 | \$1,144.80 | \$260.00 | \$1,560.00 | |
| 24" FERNCO COUPLING | | 6 | EACH | \$254.40 | \$1,526.40 | \$330.00 | \$1,980.00 | |
| | | | | | \$51,710.30 | | \$51,996.60 | |
| | | | | | | | 19.89% | |

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT

WHEREAS, the McLean County Board's 2005 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2005 Motor Grader, one (1) 2005 Backhoe / Loader, three (3) 2005 Tandem Cab & Chassis, three (3) Wings, and three (3) Dump Bodies, and

WHEREAS, McLean County Highway Department receive sealed bids on January 26, 2005, and

WHEREAS, the Transportation Committee duly approved the bids on February 01, 2005, and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bids be awarded as follows

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

1 – 2005 John Deere 770D Motor Grader for \$19,985.00 and trade in of
2001 Caterpillar 140H Motor Grader from..... Martin Equipment, Inc.
400 W. Martin Drive
Goodfield, IL 61742

1 – 2005 John Deere 410G Backhoe / Loader for \$52,367.00 and trade in of
2000 John Deere Backhoe / Loader from Martin Equipment, Inc.
400 W. Martin Drive
Goodfield, IL 61742

3 – 2005 International 7400SFA Tandem Cab & Chassis for \$154,300.00 and trade in of
1 – 1995 International 2554 6x4 Dump Truck and 1995 Ford L8000 6x4 Dump Truck
from J. Merle Jones International
2116 N. Main Street
PO Box 429
Normal, IL 61761

3 – Wiss Wings for \$29,970.00 from W.E.R.E.
102 S. Jefferey St.
PO Box 87
Cooksville, IL 61730

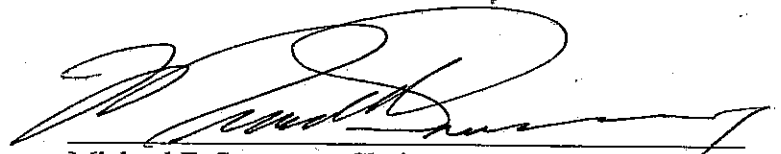
3 – 2005 13' 6" Stainless Steel Dump Body and Hoist for \$68,451.00
from..... Koenig Body & Equipment
2428 Farmington Rd.
Peoria, IL 61604

WHEREAS, Green Chevrolet, Peoria, Illinois has the State bid for Pickup Trucks, which are included in the FY2005 Highway Fund Budget, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

- 1 – 2005 Chevrolet 4x2 Extended Cab LS Truck, 4 Door with 6½' Bed @ \$21,044.48.
- 1 – 2005 Chevrolet 4x4 Extended Cab LS Truck, 4 Door with 6½' Bed @ \$25,369.48.

Approved by the County Board on February 15, 2005

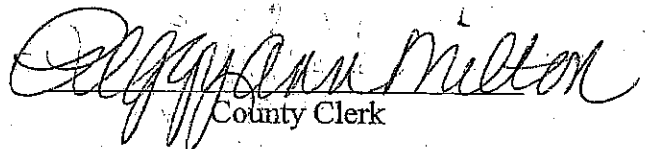

Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 15, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 15th day of February, A.D., 2005.

[SEAL]


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/26/2005 Time: 9:00 AM Item: Grader

Trade-In: 323 Present: Jack, Lafe and Mark

Replaces: 2001 Caterpillar 140H Date Advertised: 1/10/05

| | | |
|---------------------------|------------------|-----------------|
| Bidder: | Martin Equipment | Altorfer |
| Address: | Goodfield, Il | East Peoria, Il |
| Make: | John Deere | Caterpillar |
| Model: | 770D | 140H |
| Outright Price: | \$142,985.00 | \$172,094.00 |
| Trade-In Allowance: | \$123,000.00 | \$125,000.00 |
| Net Price: | \$19,985.00 | \$47,094.00 |
| 4 Yr. Guaranteed Buyback: | \$120,000.00 | \$112,500.00 |
| 5 Yr. Guaranteed Buyback: | \$108,000.00 | \$100,000.00 |
| Delivery: | 45-90 days | 35-40 weeks |
| Complies Spec's: | yes | yes |
| Does Not Meet Spec's. | | |

Comments:

↑
Recommended by Highway Department: Recommend the purchase of 1 new John Deere 770D Motor Grader from Martin Equipment.

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/26/2005 Time: 9:00 AM Item: Backhoe Loader
 Trade-In: 31300 Present: Jack, Lafe and Mark
 Replaces: 2000 John Deere Backhoe Loader Date Advertised: 1/10/05

| | | | | |
|---------------------------|-----------------|-------------|------------------|-------------|
| Bidder: | Altorfer | | Martin Equipment | |
| Address: | East Peoria, Il | | Goodfield, Il | |
| Make: | Caterpillar | | John Deere | |
| Model: | 430D | | 410G | |
| Outright Price: | | \$97,829.00 | | \$89,867.00 |
| Trade-In Allowance: | | \$33,000.00 | | \$37,500.00 |
| Net Price: | | \$64,829.00 | | \$52,367.00 |
| 5 Yr. Guaranteed Buyback: | | \$32,000.00 | | \$38,500.00 |
| Delivery: | 90-120 days | | 30-60 days | |
| Complies Spec's: | yes | | yes | |
| Does Not Meet Spec's. | | | | |

Comments:

Recommended by Highway Department: Recommend the purchase of 1 new John Deere 410G Backhoe/Loader from Martin Equipment *PLT*

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/26/2005 Time: 9:00 AM Item: Tandems

Trade-In: 21695 and 22195 Present: Lafe, Jack, Mark

Replaces: above trade ins Date Advertised: 1/10/05

| | | |
|-----------------------|-----------------------------|---------------------|
| Bidder: | Peterbuilt Central Illinois | Jones International |
| Address: | Bloomington, Il | Normal, Il |
| Make: | Peterbuilt | International |
| Model: | 335 | 7400SFA 6x4 |
| Outright Price: | \$69,320.00 | \$64,600.00 |
| Outright Price for 3: | \$207,960.00 | \$193,800.00 |
| Trade-In Old 216: | \$23,000.00 | \$20,500.00 |
| Trade-In Old 221: | \$23,000.00 | \$19,000.00 |
| Net Price: | \$161,960.00 | \$154,300.00 |
| Delivery: | 120 days | May 15th |
| Complies Spec's: | | yes |
| Does Not Meet Spec's. | | |

Comments:

Recommended by Highway Department: Purchase 3 new International 7400SFA from Jones International and trade in both trade vehicles



Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/26/2005 Time: 9:00 AM Item: wings

Trade-In: n/a Present: Jack, Lafe and Mark

Replaces: _____ Date Advertised: 1/10/05

| | | | | |
|-----------------------|--------------------|--|--|--|
| Bidder: | W.E.R.E. | | | |
| Address: | Cooksville, Il | | | |
| Make: | Wissmiller Welding | | | |
| Model: | Wiss Wing | | | |
| Outright Price: | \$9,990.00 | | | |
| Price for 3 | \$29,970.00 | | | |
| Net Price: | \$29,970.00 | | | |
| Delivery: | 60 days from order | | | |
| Complies Spec's: | yes | | | |
| Does Not Meet Spec's. | | | | |

Comments:

Recommended by Highway Department: Purchas 3 new Wiss Wings from W.E.R.E

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/26/2005 Time: 9:00 AM Item: Dump Bodies

Trade-In: n/a Present: Jack, Lafe and Mark

Replaces: For new Tandem Cab and Chassis Date Advertised: _____

| | | | | |
|-----------------------|-------------------------------|--|--|--|
| Bidder: | Koenig | | | |
| Address: | Peoria, IL | | | |
| Make: | Henderson | | | |
| Model: | Mark One XD 304 SS | | | |
| Outright Price: | \$22,817.00 | | | |
| Price for 3: | \$68,451.00 | | | |
| Net Price: | \$68,451.00 | | | |
| Delivery: | 45 days after delivery of cab | | | |
| Complies Spec's: | yes | | | |
| Does Not Meet Spec's. | | | | |

Comments:

Recommended by Highway Department: Recommend purchasing 3 Dump Body and Hoist from Koenig Body and Equipment

Accepted by Transportation Committee:

Date:

McLean County Highway Department 2005 Equipment

2005 state bid pickup for Operations Officer

McLean County Highway Department request the purchase of the following
State Bid Pickup with listed options from Green Chevrolet In Peoria:


| | | |
|--|------------------------------|-------------|
| 1-2005 Chevrolet 4x2 Extended cab LS, 4 Door with 6 1/2' bed | | |
| | commodity Code 5012-803-1105 | \$20,729.48 |
| RF Frequency Protection | Commodity Code 5012-819-2008 | N/C |
| Service Manual Set | Commodity Code 5012-819-2010 | \$190.00 |
| Additional Key set | Commodity Code 5012-819-2012 | \$50.00 |
| Truck Color to be Red | | N/C |
| Interior Color to be Dark Charcoal | | N/C |
| License Plates | | \$75.00 |
| | Total | \$21,044.48 |

McLean County Highway Department 2005 Equipment

2005 state bid pickup for Maintenance Foreman

McLean County Highway Department request the purchase of the following State Bid Pickup with listed options from Green Chevrolet In Peoria:

| | | |
|--|----------------|---------------|
| 1-2005 Chevrolet 4x4 Extended cab LS, 4 Door with 6 1/2' bed | | |
| | commodity Code | 5012-803-1105 |
| | | \$20,729.48 |
| Upgrade to 4 wheel drive | | \$4,515.00 |
| Additional Key set | Commodity Code | 5012-819-2012 |
| | | \$50.00 |
| RF Frequency Protection | Commodity Code | 5012-819-2008 |
| | | N/C |
| Truck Color to be Red | | N/C |
| Interior Color to be Dark Charcoal | | N/C |
| License Plates | | \$75.00 |
| | Total | \$25,369.48 |

| | | | | | |
|-------------------------------|---|---------------------------|-----------|----------------|------------------|
| Local Agency McLean County |  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Section 02-00044-07-WR | | | |
| | | Fund Type STR | | ITEP Number | |
| | | State Contract X | Day Labor | Local Contract | RR Force Account |

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Lexington/LeRoy Road (C.H. 21) Route FAS 489 Length 5.2248 miles
 Termini Illinois Route 9 on the North end and C.H. 36 at 880N on the South end.

Current Jurisdiction McLean County

Project Description

Existing Str. No. 057-4106

Resurfacing and widening with the construction of bituminous base course widening, leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items.

| Type of Work | Division of Cost | | | | Total | | |
|--------------------------------|---------------------|--------|-----------|-----|----------------------|--------|---------------------|
| | FHWA | % | State | % | | LA | % |
| Participating Construction | 1,280,000 | (80) | () | () | 320,000 | (20) | 1,600,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| TOTAL | \$ 1,280,000 | | \$ | | \$ 320,000.00 | | \$ 1,600,000 |

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$320,000 divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

| Construction | | Engineering | | Right-of-Way | |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-93-031-05 | SR-489(106) | | | | |

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to

Local Agency
McLean County

Section
07-00044-07-WR

the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and

Local Agency
McLean County

Section
19.2-0044-07-WR

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

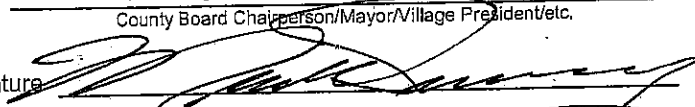
Number 1 Location Map _____
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Michael F. Sweeney

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date 2-15-05

TIN Number 37-6001569

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____
Reserved for IDOT use

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

| |
|-------------------------------|
| Local Agency McLean County |
| Section 02-00044-07-WR |



Lexington/LeRoy Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 21, beginning at a point near the SW Corner of the NW 1/4 of the NW 1/4 of Section 33, T23N, R4E, of the 3rd P.M. (C.H. 36 at 880N)

and extending along said route(s) in a(n) Northerly direction to a point near the NW Corner of the NW 1/4 of Section 4, T23N, R4E, of the 3rd P.M. (Illinois Route 9)

a distance of approximately 5.2248 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be widening and resurfacing with the construction of bituminous base course widening, leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items

and shall be designated as Section 02-00044-07-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Twenty Thousand dollars, (\$320,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement, And provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, 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 Regular

meeting held at Bloomington, IL

on February 15, 2005 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of February, 2005

(SEAL) Peggy Ann Milton County Clerk



Holder Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 25, beginning at a point near the SE Corner of Section 13, T23N, R3E, of the 3rd P.M. (C.H. 28 at 1100N)

and extending along said route(s) in a(n) Northerly direction to a point near the NE Corner of Section 1, T23N, R3E, of the 3rd P.M. (Illinois Route 9)

, a distance of approximately 3.0352 miles ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be widening and resurfacing with the construction of bituminous base course widening, leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items

and shall be designated as Section 04-00040-03-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract ; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million Five Hundred Thousand dollars, (\$1,500,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for construction of this improvement, acquisition of R.O.W., and provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, 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 Regular

meeting held at Bloomington, IL

on February 15, 2005 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of February, 2005 A.D.

(SEAL)

Peggy Ann Milton County Clerk



Hudson/Stuckey Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 12, beginning at a point near the NE Corner of Section 26, T25N, R2E, of the 3rd P.M. (C.H. 31 at 2200N)

and extending along said route(s) in a(n) Easterly direction to a point near the NE Corner of the NW 1/4 of Section 29, T25N, R3E, of the 3rd P.M. (C.H. 29 at 1950E)

, a distance of approximately 2.6894 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be widening and resurfacing with the construction of bituminous base course widening, leveling binder, area reflective crack control treatment, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items

and shall be designated as Section 05-00135-07-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million Three Hundred Thousand dollars, (\$1,300,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for construction of this improvement, acquisition of R.O.W., and provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney, Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, 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 Regular

meeting held at Bloomington, IL

on February 15, 2005 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of February A.D. 2005

(SEAL)

Peggy Ann Milton County Clerk

FINDINGS OF FACT AND NO 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 Bellas Landscaping, in case ZA-05-01. They are requesting a map amendment to change the zoning classification from A-Agriculture District to C-Commercial District; on a 2.3 acre property which is part of Section 18, Township 23N, Range 2E of the 3rd P.M.; and is located in Bloomington Township at 2405 Fox Creek Road, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 1, 2005 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 2.3 acre property slopes and drains to the north and west. An old farm dwelling and outbuildings occupy the property. The triangular property has 380 feet of frontage on the north side of Fox Creek Road, an asphalt road 34 feet in width, is bounded on the west by a railroad right-of-way and is bounded on the east by an interstate highway right-of-way.

SURROUNDING ZONING AND LAND USE - The land is surrounded by property in the City of Bloomington. The property is triangular in shape with a point to the north and a flat edge to the south. The land to the west across the railroad right-of-way is in the R-3B High Density Multiple Family Residence District and is used for residences. The land to the south across Fox Creek Road is in the M-1 Restricted Manufacturing District and is vacant. The land to the east is in the S-2 Public Lands and Institutions District and is used for I-55 and I-74 road right-of-way.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The property is triangular in shape with a point to the north and a flat edge to the south. A 150 foot wide railroad right-of-way bounds the westerly property line. A 400 foot road wide right-of-way for Interstates I-55 and I-74 bounds the easterly property line. The property is surrounded by the City of Bloomington. The City of Bloomington development staff reviewed the proposal and has no objection to the proposed rezoning. The property is occupied by an old farm dwelling with old green house buildings that were used as a nursery in the distant past. Since this site has not been in crop production, a Land Evaluation Site Assessment (LESA) is not required. The applicant owns Bellas Landscaping

and proposes to operate that business as a Contractors Office and Shop from the property if the zoning change is approved.

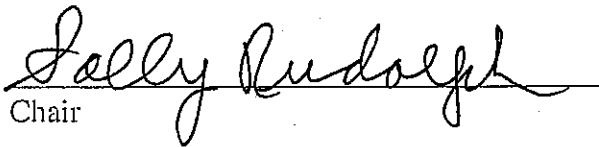
2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is sloping, triangular in shape and adjacent to a very wide interstate highway right-of-way on one side and a very wide railroad right-of-way on another. The topography, location and dimensions of the property make it better suited for uses permitted in the Commercial District than the Agriculture District.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has approximately 380 feet of frontage on the north side of Fox Creek Road. It appears that safe sight distance for an entrance can be provided at the proposed entrance. The Engineer for the City of Bloomington has indicated that the proposed entrance will line up with the entry to Beich Road across the road.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The property has frontage on Fox Creek Road which is an adequate road for the uses allowed in the Commercial District that is connected to the arterial highway system.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the C- Commercial District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is sloping in some areas and not located within the 100 year flood hazard area.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the C- Commercial District.** This standard is met. The Bloomington Township Fire District will provide fire protection for the subject property. Public sewer and water is not available at this time. The applicant has indicated that the property will be served by a well and septic. The applicant will need a sewage disposal system that is approved by the County Health Department prior to issuing any building permits for this property.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of C-Commercial District.

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

Respectfully submitted this 1st day of February 2005, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Tony Wheet
David Kinsella
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of C-Commercial District on 2.3 acre property which is part of Section 18, Township 23N, Range 2E of the 3rd P.M.; and is located in Bloomington Township at 2405 Fox Creek Road, Bloomington, IL; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. ZA-05-01 according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

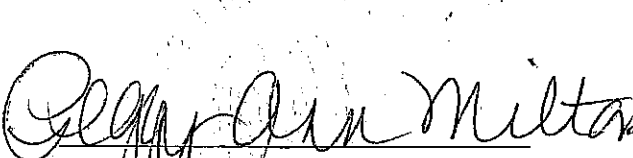
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of C-Commercial District.

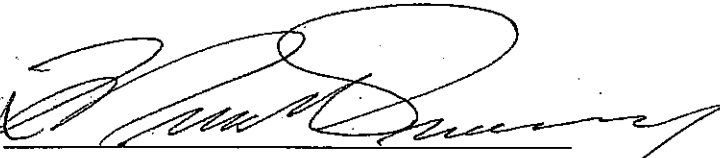
Adopted by the County Board of McLean County, Illinois this 15th day of February 2005.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board



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

February 10, 2005

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Health Department to schedule an Employee Health and Fitness Fair in May, 2005 to be held in the Health Department Board Conference Room. Additional employee health screenings would be scheduled at the County Highway Department, Regional Office of Education, and the Law and Justice Center.

Your FINANCE COMMITTEE further recommends that the amount of \$20,000.00 be set aside in the Employee Benefit Fund for the costs for the employee screenings, health risk assessments and incentives to encourage County employees to participate in the Employee Health Fair and in the other activities and events planned during the Employee Health and Fitness Month.

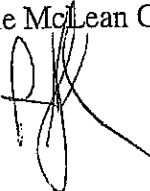
Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

| | | | | |
|--|--|--|--|---|
| District #1 Stan Hoselton Don J. Cavallini | District #3 Michael F. Sweeney Diane R. Bostic | District #5 B.H. "Duffy" Bass Sonny Rodgers | District #7 P.A. "Sue" Berglund Bette Rackauskas | District #9 Terry Baggett Cathy Ahart |
| 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 |

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: January 24, 2005

Re: 2004 Employee Health Screening Report and Request to Continue the McLean County Employee Wellness Program for 2005

Please find enclosed a memorandum and report prepared by McLean County Health Department Health Program Manager Jan Morris. The report discusses the results for the 7th annual employee health screening and wellness program. Ms. Morris and I met with Assistant County Administrator Terry Lindberg and County Administrator John Zeunik in November to review a preliminary version of the report. As you will note, this year's program was more closely linked with the County's health care provider to assure easier referral of adverse results derived from the screening program to employees' medical practitioners. Contained within the report is an evaluation of this effort to enhance early intervention.

Following your review of the attached report and a brief presentation at the February 1st Finance Committee meeting, we respectfully request your consideration of our request to continue the program for an 8th year.

Thank you for your attention.



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

MEMORANDUM

TO: Honorable Members McLean County Board Finance Committee

FROM: Jan Morris, Health Promotion Program Manager *Jan*

DATE: February 1, 2005

RE: Proposed County Wellness Plan and Eighth Annual Health Fair

The health promotion and assessment section of the Health Department is proposing to continue the McLean County Employee Wellness Program for the eighth year. The recommended plan would include the annual Employee Wellness Fair, cardiovascular and cancer screenings, and a variety of wellness activities addressing cancer and cardiovascular risks. An on-going employee wellness program will increase health awareness, increase productivity, improve the overall health of the work force, and demonstrate the County's commitment to employee wellbeing. Research shows that having a healthier workforce reduces the increase in rising healthcare costs, absenteeism and premature retirement.

As stated within the text of the attached report, the recommended intervention strategies for the entire workplace population included coronary and cancer risk reduction, management of cholesterol levels, weight management, fitness, and better nutrition. Several potentially serious health problems were detected in past screenings. The total cost to the County's Employee Benefit Fund in 2004 was less than \$16,000. Left undetected, heart disease, stroke, or cancer could cost the County considerably more in treatment costs. It is our goal that the 2005 wellness program, "Good Health is Always in Season" will involve more than 450 employees in one or all of the activities.

Employee Screening Report 2004

PRESENTED TO:

Honorable Members of McLean County Board Finance Committee

By:

Jan Morris, Health Promotion Program Manager

McLean County Employee Wellness Screenings

The McLean County Employee Wellness program began in 1998 as an avenue to encourage employees to adopt healthy lifestyles and decrease health care costs. This program consists of health screenings, a wellness fair, and a variety of wellness activities. The program is supported by McLean County government and coordinated through the Health Promotion and Assessment Section of the McLean County Health Department.

We are all aware that health care benefits represent a sizeable amount of employer expenses and that costs *continue* to rise. **Review of McLean County employee medical claims exceeding \$10,000 from January 1, 2002 through June 30, 2004 revealed that \$2,026,816 was spent on medical costs and a large portion of the expense was for cardiovascular and cancer related conditions.** Many causes of those health care claims can be prevented or addressed with early detection and intervention. As an employer, we have the ability to influence health care costs and stem rising premium rates.

Each year more McLean County employees participate in the health screenings and wellness activities. Ninety-five people were screened for coronary risk factors during the first year compared to 231 employees in the seventh year. (Table 1) This represents a 143% increase in the number of employees seeking screenings to determine total cholesterol, LDL, HDL, triglycerides, fasting glucose, and blood pressure results. The latest group was composed of 91 men and 140 women from 29 departments in the County with the average age of the persons screened in 2004 being 44.2 years. (Attachment 1)

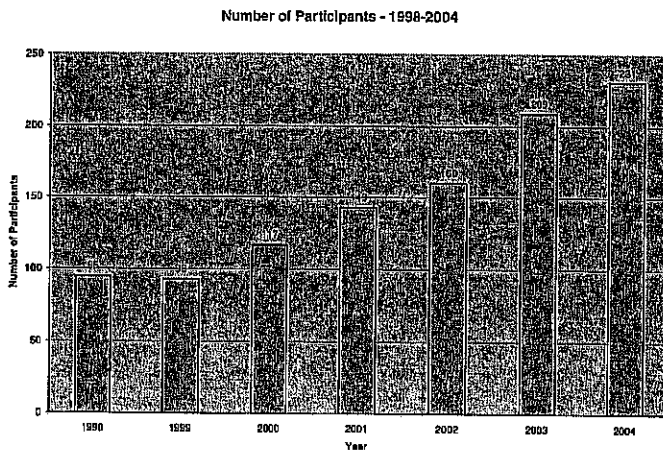


Table 1

In previous years the screenings were performed by staff from BroMenn Regional Medical Center and OSF St Joseph Medical Center. However, Carle Clinic became the medical provider in 2004. The Employee Wellness program in conjunction with county administration collaborated with Carle Clinic and Health Alliance to help bring more continuity in the screenings process. Because the majority of employees have Health Alliance Insurance it seemed the most efficient avenue to expedite the screening results to network doctors and to lower the amount taken from the employee benefit fund.

Uncovering elevated screening results could help to direct employees to their physicians and could possibly prevent catastrophic illnesses. The information collected by Carle Clinic and Health Alliance revealed that of the 231 employees screened, 116

employees had 1 or more high risk factors for cardiovascular disease and 62 employees exhibited 2 or more risk factors. Unfortunately, not all employees having Health Alliance Insurance visit their physician on a regular basis. **One-hundred-eight** of 231 (Table 2) employees screened currently have a **Carle Clinic Primary Care Physician (PCP)**. **Forty-four** employees displaying 1 or more risk factors have a Carle PCP of which **seventeen (39%)** saw their physicians within 4 months of the screenings. And 10 of the 20 (50%) employees displaying 2 or more high risk factors and having a Carle PCP saw their doctor within four months of screenings.

McLean County Employees Having Carle Primary Care Physician

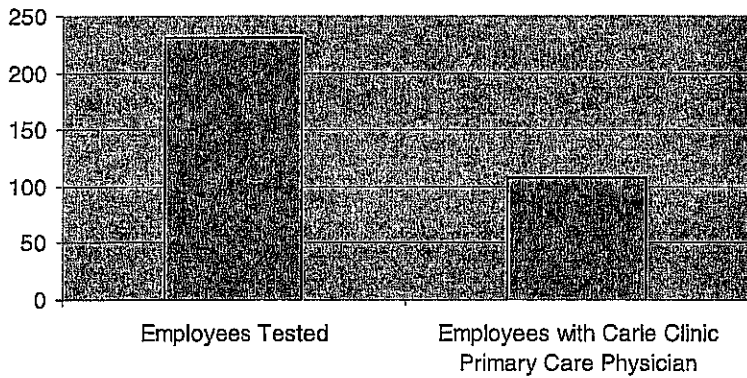


Table 2

Employees with 1 or More Risk Factors

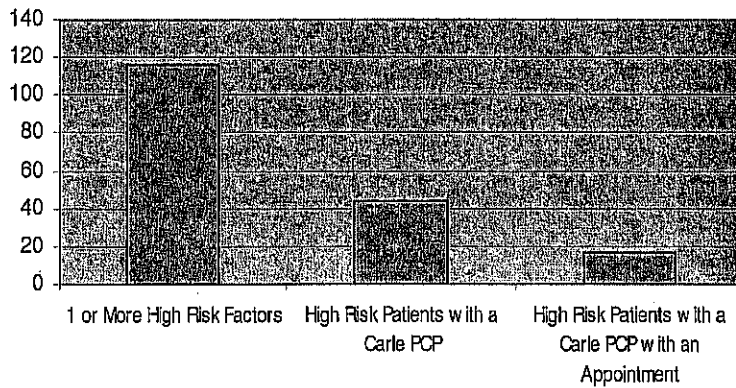


Table 3

Employees with 2 or more Risk Factors

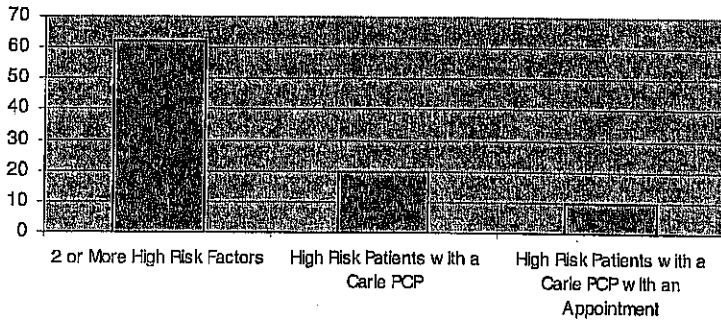


Table 4

Employees completed identical health risk appraisals as in 2002 and 2003. All screening results were entered into a health risk assessment and used to calculate an appraisal of the health risks for each employee. Recommended interventions were based on the prevalence of the health risks identified by the screenings. Each employee received a personal summary as well as an executive summary identifying the corporate risks for all employees. In 2004, the top six recommended intervention strategies for the entire workplace population listed in order of need included weight management, cancer risk reduction, fitness improvement, better nutrition, coronary risk reduction, and management of blood pressure. (Attachment 2) All McLean County employee wellness activities are designed for employees to address the risk factors identified both in the personal and executive summaries. A summary of the activities will be discussed later in this report.

The guidelines for diagnosis of elevated cholesterol, hypertension, and diabetes have become much more stringent in the last seven years. What was once considered normal blood pressure or normal glucose level may now be considered pre-hypertension and pre-diabetes. Therefore, some of the risks for heart disease appear to be higher than when the screenings first began in 1998. Another reason for extreme differences in total results may be that the method for drawing blood changed from a finger stick in 2002 and 2003 to a venous blood draw in 2004. Studies show that the venous draw is a more accurate technique to measure glucose and cholesterol results. A review of the 2004 health risk assessments are listed below:

Cholesterol

High cholesterol increases the risk for heart disease and stroke. Medical experts recommend that cholesterol levels be below 200 mg/dL and state that levels of **161 and below are ideal**. The results of the cholesterol screenings indicated that **96 of the 226 (42%) employees tested had readings above 200 mg/dL or higher, and 30 (13%) of them were at high risk with levels above 240 mg/dL.**(Table 5) The percentage of employees with elevated cholesterol has ranged from **42% to 54.8% in the last 7 years**. The risk for heart disease lowers by 2% for every 1% reduction in cholesterol.

Total Cholesterol 1998 - 2004

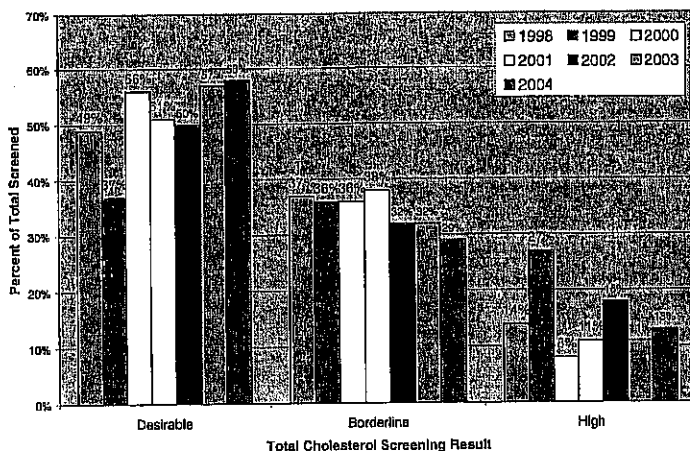


Table 5

The percentage of employees with readings above 240 mg/dL increased from 11% in 2003 to 13% of those persons screened in 2004, but lower than 18% screened in 2002. These readings can also be compared to screening data gathered by OSF Center for Healthy Lifestyles in 2003 from 1267 people in the general population. Forty three percent of those screened in the general population had readings of 201 mg/dL or higher and 11.9 % had levels above 240mg/dL.

Approximately, 45.5% of the employees had low-density lipoprotein (LDL) cholesterol levels of 130mg/dL or higher. LDL or “bad cholesterol levels of 130mg/dL or higher is associated with a higher risk for coronary heart disease. Twenty-seven percent (61) of employees screened also had high or very high triglyceride levels. (Table 6) This continues to rise and was higher in 2004 than in the past 6 years. Studies have found that excess triglyceride levels (fat in the blood) should be considered a risk factor for heart attack because the high levels can impair the circulation of the blood. Having high density cholesterol (HDL) levels of less than 40mg/dL is also associated with increased risk for cardiovascular disease. Unfortunately, the percentage of employees with low HDL increased from 13% in 2002, to 20% in 2003, and to 33% in 2004. (Table 7) The data from the general population revealed 17.8 % to have low HDL levels.

Triglycerides 1999 - 2004

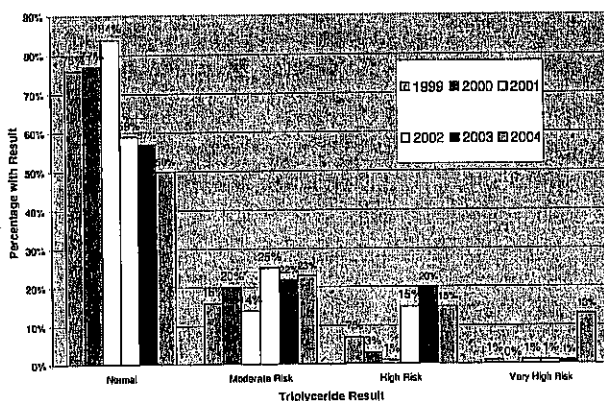


Table 6

Cholesterol - High Density Lipoprotein (HDL) 1998 - 2004

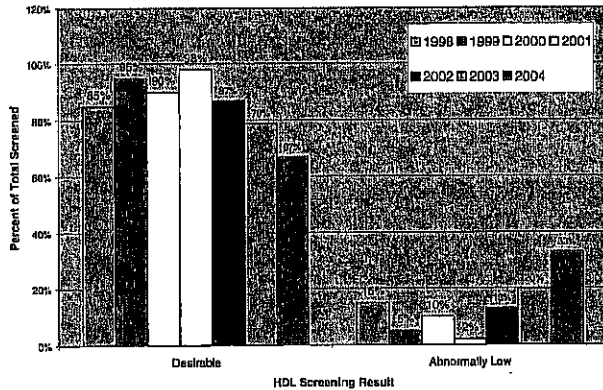


Table 7

Glucose

According to information released from the National Institutes of Health, 18.2 million (6.3%) of the United States population have diabetes. An estimated \$92 billion was spent in 2002 on diabetes related medical costs compared to \$44 billion in 1997. This represents 19% of total health care expenditures for only 6.3% of the people.

A high blood glucose level is a possible indicator for diabetes. The criteria for the diagnosis of diabetes have recently been changed by the American Diabetes Association. Normal fasting glucose is considered to be 70-99mg/dL, pre-diabetes blood glucose level is 100 to 125mg/dL, and elevated fasting glucose level is greater than 125mg/dL. **Eight percent of county employees who were screened were found to have elevated fasting blood glucose levels.** (Table 8) Results of glucose testing indicated that **19 employees had above normal levels.** In the past 6 years, the number of employees with elevated fasting blood glucose ranged from 3.2 % to 18%. (Again the extreme differences could result from the method of drawing blood.) This compares to 4.3% of the general population screened by OSF Center for Health Lifestyles with elevated fasting blood glucose and 2.9% with elevated non fasting blood glucose levels. Sixteen percent of the general population was also diagnosed with pre-diabetes glucose levels.

Glucose Results 1998 - 2004

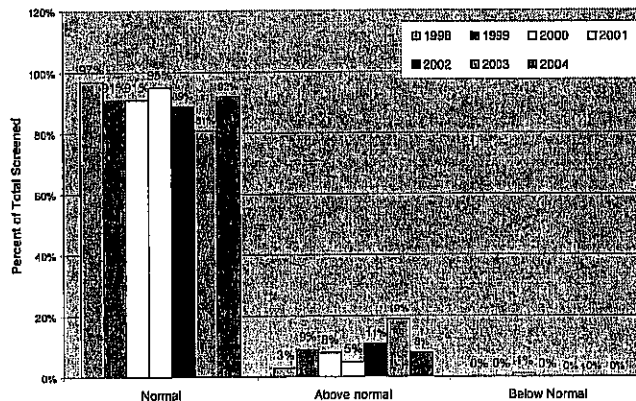


Table 8

Blood Pressure

The U.S. Department of Health and Human Services report, *Prevention Makes Common "Cents"*, states that about **90% of middle aged Americans will develop elevated blood pressure in their lifetime and nearly 70% of the people will not have it under control**. Because the average age for the 231 employees screened was 44.2 years of age many fall in the middle age or above category.

Blood pressure guidelines have also been revised and measurements are identified as hypertension, pre-hypertension and normal ranges of blood pressure. The screenings indicated **52 employees with elevated blood pressure, 99 people that were moderate/pre-hypertensive and 73 individuals in the normal range**. (Blood pressure is considered abnormal if it is a consistently elevated pressure of 139 systolic or higher and/or 89 diastolic or higher. Pre-Hypertension is diagnosed if systolic pressure is less than 140 and greater than 129 and/or diastolic is less than 90 and greater than 84). Much can be done to control elevated blood pressure through diet, exercise, and the use of medications. The elevated blood pressure numbers of the employees screened have improved since the screenings in 2002, **decreasing from 27% in 2002 to 13.9% in 2003, but increased to 23.2% in 2004**. (Table 9) Lowering blood pressures will greatly reduce the risk for cardiovascular disease and strokes, and will reduce medical costs as well.

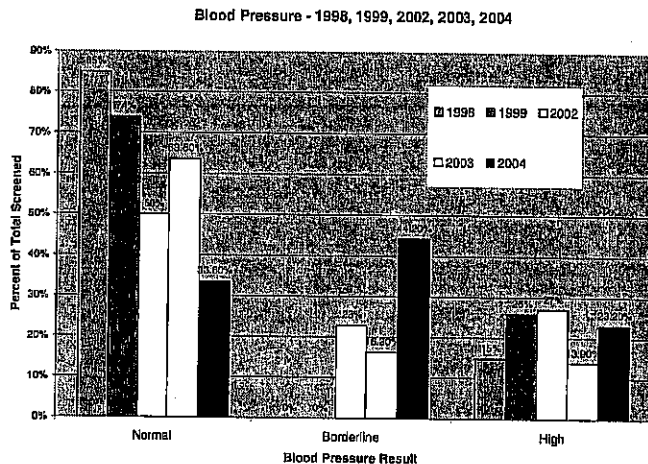


Table 9

Weight Management/Body Composition

The prevalence of overweight and obesity has increased dramatically in the last 25 years and is seen by the Centers for Disease Control (CDC) and other medical experts as one of the top medical threats to the country. According to the CDC's 1999-2000 National Health and Nutrition Examination Survey, more than two-thirds of the adults in America are overweight or obese. The 2002 Illinois Behavior Risk Factor Survey also indicated that 59% of adults in the state were overweight or obese.

The employees screened **exceeded the weight trend of the state and the nation**. The corporate health risk appraisal reported that **81% of the participants were above their recommended weight range and 74% of those screened needed to make nutritional changes and improve physical activity levels**. The body composition screenings revealed that **52 (85%) men and 71 (79.8%) women were in the above average to high risk range**. This is an improvement from 2003 when 85% of the

participants were reported to be above their recommended weight range and 85% needed to make nutritional changes in their lives, but definitely over the Healthy People 2010 Objective to reduce the prevalence of obesity to less than 15%.

Fitness Status

A recent study conducted by the National Center of Health Statistics (NCHS) found that less than one-third of the adults in America participate in leisure physical activity. Many employees indicated that they too do not participate in physical activity on a regular basis. **Seventy-five percent of the employees showed a need for improving their fitness levels.** (Table 10) The fitness status for the 231 employees screened revealed that 25 (10.8%) were excellent, 32 (10.8%) were good, 115 (49.8%) were fair and 59 (25.5%) were low and at high risk for heart disease. The **coronary risk status of those employees completing the health risk appraisal showed that approximately 60% of them were at risk for coronary disease.** Twelve persons (5.2%) were ideal, 65 (28.1%) were low, 60 (26%) were at moderate risk, and 94 (40.7%) were at high risk for cardiovascular challenges. (Table 11)

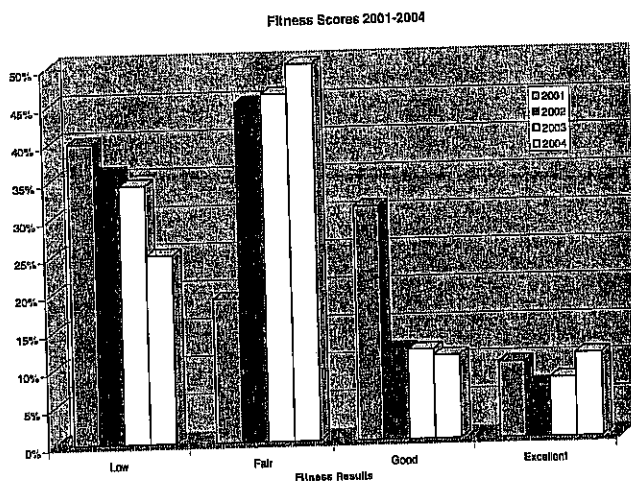


Table 10

Coronary Risk Status 2000-2004

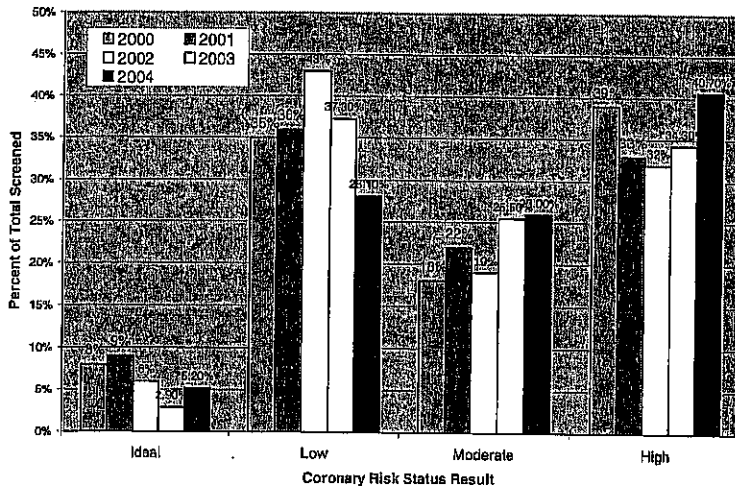


Table 11

Risks for Cancer

A positive component in the health risk appraisal revealed that employees' risk for cancer is lessening. The executive summary disclosed that **78% of employees completing the wellness profile demonstrated higher risks for cancer compared to 87% in 2003 and 82% in 2002.** The American Cancer Society and the National Cancer Institute both have stated that many premature deaths from cancer can be prevented with lifestyle changes and regular screenings. Modifiable factors that put employees at risk included: 5% reporting a personal history with cancer, 79% reporting a low-fiber diet, 70% eating less than 5 fruits and vegetables per day, 81% carrying excess weight or had a body mass index (BMI) greater than 25, 10% drinking more than recommended, and 19% of those completing the profile were smokers. Fortunately each modifiable risk factor is lower than in the 2003 report.

Prostate Cancer

Prostate cancer is the most common non-skin cancer found in men. The Prostate Specific Antigen (PSA) test was offered to men over 50 and younger men who might be at risk for prostate cancer. This test, requested by male employees, has been provided the last five years. Because the blood draw is only one component of the screening, all men were encouraged to schedule an appointment with their physician and receive a digital exam as well. **One of the sixty-three men screened this year tested in the above normal range (< 4.00ng/ml).** He was referred to his personal physician for further testing.

Breast Cancer

According to the American Cancer Society, breast cancer is the most frequently diagnosed non-skin cancer in women and the second leading cause of cancer deaths behind lung cancer. An estimated 215,990 new cases of invasive breast cancer were expected to be diagnosed in 2004 resulting in 40,110 deaths. Because there is no known method for breast health prevention, early detection is the best protection against the

disease. The survival rate is approximately 97% when found in early stages. All female employees 40 and over were encouraged to schedule a yearly mammogram, whether on site or at another location. This was the fifth year of seven years that a mobile mammography van was made available to employees for **screening** mammograms. To be eligible for a screening mammogram, a woman must be 40 years of age and not have had prior breast health issues. **A number of the 36 women were screened for the first time or had not had a mammogram since the van was last on site two years ago. Nine women needed additional imaging and were referred to their personal physicians.** Seven women were recalled for additional views in 2002 and six in 2001 and 2000.

Smoking

Smoking is the most preventable cause of death in this country, and it is directly related to cardiovascular disease and cancer. The U.S. Surgeon General's Report released in May 2004 revealed for the first time that smoking causes diseases in nearly every organ of the body. "We've know for decades that smoking is bad for your health, but this report shows that it's even worse than we knew," Dr. Richard H. Carmona said. "The toxins from cigarette smoke go everywhere the blood flows." According to the report smoking kills an estimated 440,000 Americans each year. On the average, women who smoke cut their lives short by 14.5 years and male smokers lose 13.2 years.

Much progress has been made in reducing the use of tobacco in McLean County. Recent data from the 2002 Behavioral Risk Factor Survey (BRFS) of McLean County indicates that 19.7% of the adult population in the county uses tobacco products compared to 25% in the 1997 Behavioral Risk Factor Survey. The health risk assessments revealed that county employees follow this declining trend to smoke because **16% of persons screened reported to be smokers.** This number decreased by 3% from 2003 and is below the national average of 25% but is still above the Healthy People 2010 Objective of 12%.

Employee Wellness Activities to Address Health Risks

Four hundred County employees from 33 departments participated in the Employee Wellness Program in 2004. Two hundred thirty-one employees participated in cardiovascular screenings and completed the health risk assessment, one hundred ninety two attended the wellness fair, with a total participation of 1159 in all programs.

The many activities and programs provided for employees were developed to encourage employees to make healthy lifestyle changes and thus address the health risks identified by the screenings and the corporate summary report. As reported earlier in this document, the top six health concerns were weight management, cancer risks, fitness, nutrition, coronary risks, and elevated blood pressure. Most programs included physical activity and nutrition, both interventions needed to reduce the cardiovascular and cancer risks identified in the screenings. A brief description of each wellness activity is listed below:

A Weight Watchers at Work class attended by 25 participants was held for several months in 2004, but it was difficult to coordinate the schedules of employees with that of the instructor. Research indicates that the Weight Watchers program is a very safe and successful way to loose weight. The plan is to reinstate the program in 2005.

The wellness program also challenged employees to improve their health during February, American Heart Month, by completing eight or more heart healthy activities. All participants were entered into a drawing to win an American Heart Association cookbook. In addition, heart health brochures, posters and red dress pins were placed in break-rooms and distributed to County departments.

Climb Mount Everest was a six-week program that encouraged employees to take the steps instead of the elevator. Research shows that just 2 minutes of stair climbing several times a day can lower total cholesterol, raise HDL (good) cholesterol and improve the resting pulse rate of sedentary people. There is also a strong association between stair climbing and bone density in post-menopausal women. The goal was for each team to reach the top of the mountain or 49,763 steps and back to the bottom (99,536 steps). One hundred-eleven employees formed 21 teams in 3 divisions and climbed a total of 2,538,751 stairs. Only one team was unable to reach the top of the mountain and 16 teams climbed to the top of the mountain and back to the bottom. All participants received a t-shirt and additional prizes were awarded to the winning teams in each division.

The *Health Police Program* was offered for the first time in 2004. The 12-week intervention program offered one-on-one assistance from a health educator, "Health Police Officer" to address stress management, physical activity or nutrition. Three candidates were chosen from the nine applications, one from each health category. The health officers helped the participants write health goals and provided tools, pertinent information, and incentives to achieve those goals. All participants showed improvements in their health goals and positively evaluated the program.

The seventh annual *Employee Wellness Fair* held on May 26, 2004 was attended by 192 employees from 26 departments. The fair is an excellent way for employees to learn about a variety of health topics and interact with health professionals. Agencies represented at the fair included: Anti-Aging Choices, Bloomington Parks and Recreation, Bloomington Public Library, BroMenn Community Wellness Services, Chestnut Health Services, Community Cancer Center, Curves for Women, East Central Illinois Area Agency on Aging, Eastland Chiropractic and Wellness Center, Four Seasons Association, Gailey Eye Clinic, Gold's Gym, Health Alliance Medical Plans, Healthy Connections School of Massage, McLean County Health Department (MCHD) nurses, MCHD Communicable Disease, MCHD Health Promotions, McLean County Gardeners Association, OSF St. Joseph Center for Healthy Lifestyles, PATH, IWU students, and Fox and Hound Hair Studio and Day Spa. Seventy six percent of the participants completed evaluations of the fair. Many stated that as a result of the fair they planned to make changes to their health behavior. Most were very pleased with the fair and wanted it repeated again.

The *Summer Wellness Challenge* offered in June, July, and August allowed employees to engage in wellness activities and earn points for their participation. Activities included exercising, eating fruits and vegetables, mediating, reading about health topics, wearing seatbelts, sun safety, etc. At the beginning of each month participants were given a chart to log their activities and received points for activities completed. At the end of each month the points were submitted to health promotion staff and the participants were awarded with an incentive and entered in a drawing for a larger

prize. Eighty-five employees participated in this program. Participants listed increased physical activity as the most common benefit gained from the program.

One hundred twenty-nine employees from 21 departments participated in the six week *Big Foot Walking Challenge*. Cooper Institute from Dallas, Texas recommends that people take at least 10,000 steps per day at moderate intensity for the greatest cardiovascular benefit. Employees were divided into 3 divisions based on physical activity level, and were given pedometers and tracking sheets to keep an account of the number of steps taken each day. The average weekly steps from all participants were 56,471 steps but there was a large increase from the first week (49,210 steps) to the sixth week (61,151 steps). Employees reported increased physical activity as the greatest benefit from the program and one employee reported a twenty pound weight loss.

A new program, *Healthy for the Holidays*, was offered to help employees maintain a healthy weight and reduce stress through the Thanksgiving, Christmas, and New Year season. The program was divided into several components. The *Weight No More* activity allowed employees to weigh-in with Health Promotion staff on November 15th and then again on January 3rd. Thirty people participated in the activity in which 11 lost weight (44 pounds), 6 maintained their weight, and 7 gained between 1 and 6 pounds.

Three lunch and learns were also offered during the holidays. They included: "Feeling Good about Yourself" by Chestnut Health Systems, "Healthy Holiday Eating" by OFS St Joseph Center for Healthy Lifestyles, and "Managing Holiday Stress" by Chestnut Health Systems. Students from Healthy Connections School of Massage also came on December 10th and provided free 10 minute massages to 50 employees.

Activities Addressing Cancer Risks

Research shows that physical activity and a diet rich in fruits, vegetables, and grains help to lower the risks for many types of cancer. In addition to the aforementioned programs, several programs specifically addressed cancer awareness and/or cancer risks. A breast cancer awareness campaign available for employees in October included breast health information through electronic mail *Health Beat*, trivia questions and, the opportunity to participate in Lee National Denim Day. Employees could donate \$5 to the Susan G. Komen Breast Cancer Foundation in exchange for wearing jeans to work on the second Friday in October. A record number (193) of employees participated in the event and donated \$2040 for breast cancer research and services. One thousand dollars were donated to the National Foundation and the remainder was given to the McLean County Affiliate to help pay for education and mammograms for women that can not afford the costs.

Employees that smoke were also given the opportunity to go smoke free during the *Go Cold Turkey and Win a Turkey* campaign on the American Cancer Society's Great American Smoke-out. Five employees committed to quit that day with the help of a non-smoking buddy. Employees signed a pledge card and received a "quit kit". All participants were successful at quitting for the day and were entered into a drawing to win a free turkey for the participant and the buddy. Three employees remained smoke-free on the following day as well.

More than 250 sun safety packets were distributed to County departments to help promote sun safety. Each packet contained SPF 15 sun block, lip balm and information about how to protect oneself from the damaging rays of the sun.

Other Wellness Programs in 2004

Several lunch and learn sessions were scheduled throughout the year touching on a variety of health topics including diabetes, fad diets, dental health and how it relates to overall health, and personal safety. The average attendance for the lunch and learns was sixteen people. The program taught by a registered dietician from OSF St Joseph Medical Center addressing fad diets drew the greatest attendance.

This is the second time the Wellness Employee of the Year Award was given to a County employee. The honor is awarded to an employee who is working toward or has succeeded in improving his/her health or that of their peers in the past year. A certificate is given to all persons nominated for the award and a gift certificate to Eastland Mall is presented to the winner.

The monthly *County Comments* newsletter and County electronic mail articles on *Health Beat* are other avenues used to deliver pertinent health topics and information regarding National Health Observances to County employees.

Summary

Reviews of county health insurance claims over the past several years clearly show that heart disease, diabetes, cancer, and stroke make up the greatest share of payouts. Risk factors such as poor nutrition, smoking, and lack of physical activity are major contributors in the development and progression of chronic diseases. An employer's attention to health promotion and early detection efforts plays a significant role in controlling health care expenditures. We strongly encourage all employees to participate in the employee wellness program. This program is one benefit which can improve health, increase productivity and yield a significant return on investment for the employer and the employee. The proposed wellness program for 2005 is listed below.

Proposed Events and Activities for 2005

The proposed date for the annual employee wellness fair is Wednesday, May 25, 2005 from 8:30 a.m. until 2:30 p.m. The cholesterol and glucose screenings are tentatively scheduled at the Regional Office of Education, Highway Department, Health Department, and the Law and Justice Center on April 27, 28, 29 and May 2. The osteoporosis screening will be held on the day of the fair and the mammogram van will be available to female employees on May 25th and 26th. The costs of the screening will be paid by the Employee Benefit Fund or Health Alliance Insurance.

Cardiovascular Screenings

- Screening to be conducted by Carle Clinic on April 27, 28, 29, and May 2
- Locations: Health Department, Law and Justice Center, Highway Department and Regional Office of Education
- Includes Cholesterol, Glucose, and Blood Pressure, Height, Weight, Body Composition
- Complete *Personal Wellness Profile*
- A corporate and individual report compiled from data received in wellness profiles

- Tracking patients with high risk screening scores to determine how many schedule appointments with physician

Osteoporosis

- Screenings to be conducted by BroMenn Women's Center on May 25th in conjunction with the Wellness Fair

Tuberculosis Skin Tests

- Tests administered by Health Department staff on screenings

Cancer Screenings

- Mammography Van from Methodist Medical Center in Peoria
- PSA (Prostate-Specific Antigen) blood test for men 50 and over or for those 40 and over and at risk for prostate cancer
- Skin Cancer Screenings

Wellness Fair

Wednesday, May 25, 2005 from 8:30 until 2:30

Variety of vendors focusing on all aspects of prevention and health

Activities

- Select McLean County Wellness Employee of the year
- Explore Route 66: A 6 week program encouraging employees to walk, run, climb stairs, and bike along Historic Route 66 to improve health.
- Walking program – promoting downtown walking path, mall walking, and the Constitution Trail
- Millionaires Club for employees continuing to walk after the 6 week program has ended. Those walking more than 1,000,000 steps become a member of the club.
- Summer Wellness Challenge
- Breast Cancer Awareness during October
- Observation of the Great American Smoke-out in November
- Go Cold Turkey and Receive a Turkey
- Promotion of Freedom From Smoking Program at OSF
- Holiday Stress Management
- Healthy Eating Programs
- Weight No More Program
- Health Police
- Sun Safety Campaign
- Lunch and Learns
- Observation of National Health Observances
- Ongoing informational displays in the various county buildings
- County Comment articles pertaining to pertinent health topics
- Health Beat Articles on County-E-mail

Screenings by Department

2004

2004 Screenings by Department

| | |
|------------------------------|----|
| Administration | 4 |
| Adult Probation | 3 |
| Assessor's Office | 5 |
| Auditor's Office | 5 |
| Building and Zoning | 5 |
| CASA | 7 |
| Circuit Court | 22 |
| County Board | 2 |
| County Clerk | 4 |
| Court Services | 8 |
| Election Commission | 1 |
| Facilities Management | 3 |
| Health Department | 56 |
| Highway Department | 25 |
| Information Services | 11 |
| Jail | 2 |
| Judicial | 8 |
| Juvenile Detention Center | 9 |
| Met com | 2 |
| Nursing Home | 9 |
| Public Defender | 3 |
| Recorder | 1 |
| Regional Office of Education | 9 |
| Regional Planning | 3 |
| Risk Management | 1 |
| Sheriff | 23 |
| States Attorney's Office | 12 |
| Treasurer's Office | 4 |
| Veteran's Assistance | 1 |

Executive Summary of Wellness Profiles

2002 - 2004

McLean County Wellness Screenings
Executive Summary of Wellness Profiles
2002-2004

| | 2002 | 2003 | 2004 |
|---|--------------------|---------------------|---------------------|
| Demographics | 57 men 97 women | 77 men 127 women | 91 men 140 women |
| Cardiovascular Risks | | | |
| Personal history of heart disease, stroke, diabetes | 5 (3%) | 23 (11%) | 19 (8%) |
| Family history of heart disease | 41 (27%) | 53 (26%) | 62 (27%) |
| High Total Cholesterol (240+) | 29 (19%) | 31 (15%) | 52 (23%) |
| High LDL (160+) | 19 (12%) | 18 (9%) | 31 (13%) |
| Low HDL Cholesterol (less than 40) | 8 (5%) | 40 (20%) | 76 (33%) |
| High Blood Pressure | 37 (24%) | 28 (14%) | 52 (23%) |
| Smoking | 23 (15%) | 39 (19%) | 36 (16%) |
| Diabetes (110 + Fasting; 140 + Non fasting) | 24 (16%) | 50 (25%) | 19 (8%) |
| Excess Weight (BMI >25, high waist girth, or % fat) | 111 (72%) | 174 (85%) | 186 (81%) |
| High overall coronary risk | 49 (32%) | 70 (34%) | 94 (41%) |
| | | | |
| Cancer Risks | 82% | 87% | 78% |
| Personal History | 6 (4%) | 14 (7%) | 11 (5%) |
| Tobacco Use (all forms) | 25 (16%) | 42 (21%) | 44 (19%) |
| Drinking more than recommended | 25 (16%) | 31 (15%) | 22 (10%) |
| High fat diet | 26 (17%) | 43 (21%) | 45 (20%) |

| (Cancer Risks Continued) | 2002 | 2003 | 2004 |
|--|-----------|-----------|-----------|
| Low fiber diet | 126(82%) | 173(85%) | 182 (79%) |
| Less than 5 fruits and vegetables per day | 109 (71%) | 151 (74%) | 161 (70%) |
| Weight outside recommended range | 119 (77%) | 174 (85%) | 186 (81%) |
| Bowel Disease | 6 (4%) | 20 (10%) | 13 (6%) |
| Positive PSA | 1 (1%) | 0 | 1 (1%) |
| Interventions Needed to Address Risks | | | |
| Cancer Risk Reduction | 1. 82% | 1. 87% | 2. 78% |
| Weight Management | 2. 81% | 2. 85% | 1. 81% |
| Improve Fitness | 3. 81% | 3. 80% | 3. 75% |
| Better Nutrition | 4. 74% | 4. 80% | 4. 74% |
| Managing Cholesterol Levels | 5. 52% | 6. 50% | 8. 17% |
| Coronary Risk Reduction | 6. 51% | 5. 60% | 5. 67% |
| Managing High Blood Pressure | 7. 24% | 10. 14% | 6. 23% |
| Alcohol Management | 8. 16% | 9. 15% | 10. 10% |
| Managing Stress | 9. 16% | 8. 19% | 9. 15% |
| Quit Smoking | 10. 16% | 7. 20% | 7. 17% |
| Better Back care | 11. 10% | 11. 12% | 11. 9% |

Seven Year Employee Screening Results

1998 – 2004

**Seven Year Employee Screening Results
1998-2004**

| Gender | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Male | 20 | 32 | 43 | 54 | 59 | 77 | 91 |
| Female | 75 | 61 | 74 | 89 | 101 | 127 | 140 |
| Total Screened | 95 | 93 | 117 | 143 | 160 | 204 | 231 |

| Smokers | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|----------------|-------------|-------------|--------------------|--------------------|-----------------------|-----------------------|-----------------------|
| Male | -- | -- | 9 of 42 (21%) | 12 of 54(22%) | | | |
| Females | -- | -- | 8 of 68 (11%) | 9 of 89(10%) | | | |
| Total | | | 17 of 110 (15%) | 21 of 143 (15%) | 22 of 152 (14%) | 37 of 204 (19%) | 30 of 231 (17%) |

| Total Cholesterol | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|----------------------------------|---------------|---------------|---------------|---------------|-------------|--------------|--------------|
| High Risk (>240 mg/dL) | 13 (13.6%) | 20 (21.5%) | 10 (9%) | 15 (10.4%) | 29 (18%) | 22 (11%) | 30 (13%) |
| Moderate Risk (200-239 mg/dL) | 35 (36.8%) | 31 (33.3%) | 38 (34.5%) | 55 (38.4%) | 51 (32%) | 67 (32%) | 66 (29%) |
| Normal (<200 MG/dL) | 47 (49.4%) | 42 (45%) | 62 (56.4%) | 73 (51%) | 80 (50%) | 120 (57%) | 130 (58%) |
| Number Screened | 95 | 93 | 117 | 143 | 160 | 209 | 231 |

| Low Density Lipid (LDL) | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|----------------------------------|-------------|---------------|-------------|--------------|-------------|--------------|---------------|
| Very High Risk (>190 mg/dL) | -- | | | | 5 (5%) | 2 (1%) | 36 (15.9%) |
| High Risk (160-189mg/dL) | -- | 11 (12.5%) | 31 (29%) | 35 (24%) | 19 (12%) | 13 (6%) | 67 (29.6%) |
| Moderate Risk (130-159 mg/dL) | -- | 17 (19%) | | | 41 (26%) | 43 (21%) | 76 (33.6%) |
| Normal LDL (100-129 mg/dL) | -- | 58 (66%) | 77 (71%) | 105 (73%) | 95 (59%) | 149 (71%) | 47 (20.8%) |

** Data that did not read due to high Triglycerides

2 (1%)

| High Density Lipid (HDL) | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|---------------------------------|---------------|-------------|-------------|--------------|--------------|--------------|--------------|
| Too Low (< 40 mg/dL) | 14 (14.7%) | 5 (5%) | 11 (10%) | 3 (2%) | 21 (13%) | 42 (20%) | 76 (33%) |
| Normal (40-59 mg/dL) | 81 (85.3%) | 88 (95%) | 98 (90%) | 140 (98%) | 139 (87%) | 165 (79%) | 154 (67%) |

**Data that did not read due to high Triglycerides **

2 (1%)

| Triglycerides | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|------------------------------|-------------|---------------|---------------|--------------|-------------|--------------|----------------|
| Very High Risk (> 500 mg/dL) | -- | 1 (1%) | 0 | 1 (.6%) | 2 (1%) | 2 (1%) | 28 (12.5%) |
| High Risk (200-499 mg/dL) | -- | 6 (6.5%) | 4 (3.6%) | 2 (1%) | 24 (15%) | 41 (20%) | 33 (14.7%) |
| Moderate (150-199 mg/dL) | -- | 15 (16.4%) | 22 (19.8%) | 20 (14%) | 40 (25%) | 46 (22%) | 52 (23.2%) |
| Normal Level (< 150mg/dL) | -- | 69 (76%) | 85 (76.5%) | 120 (84%) | 94 (59%) | 120 (57%) | 111 (49.6%) |

| Blood Glucose | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|--------------------------------------|---------------|---------------|----------------|--------------|--------------|--------------|--------------|
| Elevated (Fasting) (>110 mg/dL) | 3 (3.2%) | 8 (8.6%) | 9 (7.8%) | 7 (5%) | 18 (11%) | 37 (18%) | 19 (8%) |
| Normal Blood Glucose (65-110 mg/dL) | 92 (96.8%) | 84 (90.4%) | 105 (91.3%) | 135 (95%) | 142 (89%) | 135 (65%) | 211 (92%) |
| Below Normal | 0 | 1 (1%) | 1 (.8%) | 0 | 0 | 0 | 0 |
| Elevated (Non Fasting) (> 140 mg/dL) | | | | | | 3 (1%) | |
| Normal Non Fasting Blood Glucose | | | | | | 34 (16%) | |

| EKG and/or Heart Card | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|------------------------------|--------------|-------------|---------------|-------------|------------------------|----------------------|-------------|
| New Heart Cards | 97 (100%) | 69 (79%) | -- | -- | 147 | 103 (78%) | 0 |
| Renewals | 0 | 17 (5%) | -- | -- | -- | 29 (22%) | 0 |
| Normal EKG | | 51 (51%) | 84 (76%) | 96 (67%) | 140 (95%) | 100 (76%) | 0 |
| Abnormal EKG | | 20 (23%) | 16 (14.5%) | 35 (24%) | 7 (5%) No Referrals | 3 (2%) 1 Referral | 0 |
| Borderline EKG | | 16 (18%) | 10 (9%) | 12 (8%) | | 29 (22%) | 0 |

| Blood Pressure | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|---|-------------|-------------|------------------------|------------------------|-------------|----------------|---------------|
| Normal Range (< 130/85) (<120/80) 2004 | 82 | 64 | | | 69 (50%) | 133 (63.6%) | 73 (33.6%) |
| Moderate/Prehypertension (130-139) (85-89) (120/80 -139/89) 2004 | | | | | 32 (23%) | 34 (16.3%) | 99 (44.2%) |
| High Blood pressure (140/90+) | 15 | 23 | | | 38 (27%) | 29 (13.9%) | 52 (23.2%) |
| No blood pressure taken | | | | | | 13 (6.2%) | |
| High systolic blood pressure (90-139) | | | 9 males 16 females | 12 males 8 females | | | |
| Normal systolic range | | | 33 males 52 females | 42 males 81 females | | | |
| High diastolic range (60-89) | | | 10 males 10 females | 14 males 5 females | | | |
| Normal diastolic range | | | 32 males 58 females | 40 males 84 females | | | |

* Ideal blood pressure is 115/75 or below (2004)

| Mammograms | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Number of women | 0 | 4 | 24 | 36 | 31 | 0 | 36 |
| Recalled for additional films | 0 | 0 | 6 | 6 | 7 | 0 | 9 |

| Prostate Specific Antigen Screening (PSA) | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Above Normal Range (< 4.00ng/ml) | | | 0 | 0 | 1 | 2 | 1 |
| Below Normal Range | | | 29 | 37 | 41 | 44 | 62 |
| Total Screened | 0 | 0 | 29 | 37 | 42 | 46 | 63 |

| Coronary Risk Status | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|-----------------------------|-------------|-------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| Ideal | - | - | 9 (8%) | 13 (9%) | 9 (5.8%) | 6 (2.9%) | 12 (5.2%) |
| Low | - | - | 38 (35%) | 51 (36%) | 66 (42.9%) | 76 (37.3%) | 65 (28.1%) |
| Moderate | - | - | 20 (18%) | 31 (22%) | 30 (19.5%) | 52 (25.5%) | 60 (26%) |
| High | - | - | 43 (39%) | 48 (34%) | 49 (31.8%) | 70 (34.3%) | 94 (40.7%) |
| Total Screened | | | 42 men 68 women | 54 men 89 women | 57 men 97 women | 77 men 127 women | 91 men 140 women |

| Fitness Score | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Low Fitness | - | - | - | 57 (39.8%) | 56 (36.4%) | 70 (34.3%) | 59 (25.5%) |
| Fair Fitness | - | - | - | 28 (19.5%) | 69 (44.8%) | 94 (46.1%) | 115 (49.8%) |
| Good Fitness | - | - | - | 44 (30.7%) | 19 (12.3%) | 24 (11.8%) | 32 (10.8%) |
| Excellent | - | - | - | 14 (9.7%) | 10 (6.5%) | 16 (7.8%) | 25 (10.8%) |

| Percent Fat, Men | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|-------------------------|-------------|-------------|-------------|---------------|---------------|---------------|---------------|
| Below Average Range | - | - | 5 (12%) | 8 (14.8%) | 0 | 0 | 0 |
| Average Range | - | - | 29 (70%) | 15 (27.7%) | 7 (12%) | 12 (15.8%) | 9 (14.1%) |
| Above Average Range | - | - | 7 (17%) | 31 (57%) | 8 (14%) | 11 (14.5%) | 7 (10.9%) |
| Overweight | - | - | - | - | 14 (24.5%) | 17 (22.4%) | 24 (37.5%) |
| High Risk | - | - | - | - | 25 (43.8%) | 36 (47.4%) | 24 (37.5%) |
| Total Screened | - | - | 41 | 54 | 57 | 76 | 64 |

| Percent Fat, Women | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|---------------------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|
| Below Average | - | - | 2 (3%) | 6 (6.7%) | 2 (2%) | 3 (2.5%) | 2 (2.2%) |
| Average Range | - | - | 24 (36%) | 14 (15.7%) | 17 (17.5%) | 14 (11.8%) | 16 (18%) |
| Above Average Range | - | - | 40 (60.6%) | 69 (77.5%) | 5 (5%) | 8 (6.7%) | 3 (3.4%) |
| Overweight | - | - | - | - | 11 (11%) | 15 (12.6%) | 16 (18%) |
| High Risk | - | - | - | - | 51 (52.5%) | 79 (66.4%) | 52 (58.4%) |
| Total | - | - | 66 | 89 | 97 | 119 | 89 |

| Yearly Results | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Number Screened | 95 | 93 | 117 | 143 | 160 | 209 | 233 |
| Attended Health Fair | 144 | 142 | 158 | 175 | 203 | 181 | 192 |
| Participated in Additional Wellness Activities/Programs | 61 | 91 | 199 | 244 | 250 | 428 | 548 |
| Total Employee Participation | 150 | 222 | 244 | 306 | 343 | 386 | 400 |

2005 Budget

Proposed 2005 Employee Wellness Budget

Carle Clinic

Screenings (Including Cholesterol, Glucose \$40 x 250 persons = \$ 10,000

Health Risk Appraisal (Individual and Corporate Report) \$10 x 250 = \$2,500

PSA \$30 x 65 men = \$1,950

Methodist Hospital

Mammograms in mammogram van for women 40 and over
\$124.50 x 40 women = \$ 4,000

BroMenn Medical center

Osteoporosis screening (heel) \$5 x 50 women and/or men = \$250

Total for screenings \$18,700

Health Alliance Insurance will pay for employees having
HMO policy Deduct insurance payment - 8,000

Amount paid by Benefit Fund for Screenings \$10,700

National Wellness Conference at Stevens Point, Wisconsin \$ 600

Membership to WELCOA 365

Incentives, supplies for fair and wellness activities \$8,035

Wellness programs/Health Fair printing/paper 300

Total amount requested \$20, 000



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

February 10, 2005

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Risk Manager to approve the Fiscal Year 2005 Self-Insurance Risk Management Program for McLean County as summarized in the following Attachment.

Your FINANCE COMMITTEE herewith further recommends approval of the recommendation received from the Risk Manager to approve an Agreement for Insurance Brokerage Services between Insurance Risk Managers/Accordia and McLean County.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1
Stan Heselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Terry Baggett
Calhy Ahari

District #2
Mali Sorenson

District #4
Ann Hardin

District #6
George J. Gordon

District #8
Paul P. Sanbina

District #10
Benjamin J. Quinn

Risk Management Program Fy 2005

| A. Coverages | DESCRIPTION | FY 2005 BUDGET | FY 2005 | FY 2004 | Change 05 - '04 |
|---|--|---------------------------|----------------|----------------|----------------------------|
| 1. Excess Workers Comp. Ins*: Safety National | Statutory ;SIR: \$ 350,000 EL Limits: \$ 1 Million; | \$ 65,000 | \$ 38,585 | \$ 57,539 | -33% |
| 2. Property Insurance/Inland Marine**: Chubb Insurance Co. | 61 Million Blkt limits;Ded-\$ 10,000 Flood/Quake - \$25 M; Ded - \$ 25,000 | \$ 60,000 | \$ 45,370 | \$ 52,856 | -22% |
| 3. Boiler & Machinery: | Coverage Consolidated In Property Cov | \$ 10,000 | INCLD | \$ 5,146 | N/A |
| 4. Theft/Bond Insurance: Zurich Insurance Company | Limits:\$ 500,000; ; Ded: \$ 5,000 | \$ 6,000 | \$ 3,570 | \$ 3,500 | 2% |
| 5. Excess Liability*** : STATES SELF-INSURED RRG | Limits: \$15 million excess of \$250,000; Occurrence Form | \$ 310,000 | \$ 209,287 | \$ 167,316 | 25% |
| 6. Nursing Home Liability Insurance Health Cap | Limits: \$ 1 M occ/\$3 Magg; Ded-\$50,000 Excess: \$ 1 M occ/\$3 M Agg; Ded \$100,000 | N/A | \$ 123,270 | \$ 111,358 | 11% |
| B. Brokerage Fees: | IRM/Acordia | \$ 35,000 | \$ 28,471.00 | \$ 32,000 | -11% |
| C. Claims Administration: CANNON-COCHRAN MSI Danville, IL | Administration of Workers' Compensation claims. | \$ 18,000 | 18,124.00 | \$ 17,368 | 4% |
| D. Outside Counsel: COSTIGAN & WOLLRAB, P.C. Bloomington, IL HEYL, ROYSTER, VOELKER & ALLEN Peoria, IL | Partner: \$ 100/hr Partner: \$ 125/hr | | | | |
| Total: | | 504,000 | 466,677 | 447,083 | 4% |
| | Budget - FY 2005 | \$ 37,323 | | | |

Notes on Changes:

Workers Compensation : Changed Carrier; Reduced SIR by \$50,000; dropped aggregate stop-loss;

Property: Changed Carrier; increased flood and earthquake cover by \$15 M; inclds L & J + Lincoln Deck

Boiler & Machinery : Consolidated coverage w/property cover.

AGREEMENT FOR INSURANCE BROKERAGE SERVICES

This Agreement made and entered into this February 15, 2005 , by and between Insurance Risk Managers/Accordia (hereinafter know as "Agent") and the County of McLean (hereinafter known as "County".)

This agreement is made with regard to the following recitals:

- A. The County has determined that the Agent should continued to be retained as the Broker of Record for insurance brokerage services for the period commencing March 1, 2005 and ending March 1, 2006 for desired brokerage services for its property and casualty insurance coverages;
- B. Agent has been selected by the County as its Agent of Record.
- C. Agent will be compensated on a fee based as stipulated in Exhibit I.

Now, therefore, in consideration of this agreement, and the mutual promises, covenants, and stipulation hereinafter contained, the parties agree as follows:

1. TERM

The term of this Agreement shall be for the period of March 1, 2005 to March 1, 2006, unless earlier terminated as provided in paragraph 4 herein.

2. BROKERAGE SERVICES TO BE PROVIDED

Services to be provided by the Agent in this Agreement includes the following:

2.1 Usual and Customary Brokerage Services

2.1.1 Consultation and coordination of activities in the acquisition, enhancement and maintenance of the risk management and insurance program of the County, and as liaison between County and the underwriters.

2.1.2 Administration of insurance programs to ensure the timely issuance and accuracy of policies, endorsements, and other coverage amendments.

2.1.3 Consultation and coordination of all claim reporting activities to the insurance companies and assistance in the settlement and /or processing of claims until all claim matters under the policies or binds are resolved.

2.1.4 Maintenance of current records on reported claims and production of a claim summary not less than annually subject to the availability of internal loss records of the County and the underwriters.

2.1.5 Consultation on loss control, inspection and prevention activities. These consultation services are considered to be the type that normally are included within the scope of routine insurance broker servicing. Additional services requested by the County are mentioned in paragraph 2.2.

2.1.6 Participation in meetings with insurance companies and the County to review insurance coverages.

2.1.7 Preparation of all necessary support documents, such as automobile ID cards, filings and/or certificates of insurance, in compliance with local statutes or provisions provided within this agreement.

2.1.8 Consultation and advice on all relevant changes/trends in the insurance industry to keep the County personnel current with market conditions and insurance coverages affecting the County.

2.1.9 Preparation of premium and loss development forecasts as requested.

2.1.10 Deliver to the County on or before July 1, a statement of the industry rating and report of financial status of insurance companies providing coverage to the County.

2.1.11 Provide the County on or before July 1, a report reviewing and developing premiums indications for coverages, based on market trends, for the County's next fiscal year.

2.1.12 Upon consultation with the County, provide alternative proposals from prospective carriers for coverage for the next coverage period.

2.1.13 Other usual and customary insurance consulting services as mutually agreed upon.

2.2 ADDITIONAL SERVICES

Services described in this section include special services or those not within the scope of routine insurance brokerage services. Examples of additional services include special study projects, significant changes in an insurance program requiring extensive marketing activities.

Agent agrees that in each such case to notify the County whether it has the expertise within its staff or whether outside specialists are recommended. The County may then either request the Agent to develop a list of outside specialists for the County to interview or the County may request the Agent to do so and make specific recommendations to the County.

3. COMPENSATION

3.1 In consideration of the brokerage services to be provided hereunder, Agent will be compensated on a fee basis as provided in Exhibit I. Statement of Acceptance of Insurance Service Fee Agreement.

3.2 At the request of the County, the Agent shall disclose the commissions earned on the accounts.

4 TERMINATION

4.1 This Agreement may be terminated by either party upon written notice to the other party, provided such notice specifies an effective date for termination of not less than thirty (30) days from the date of such notice.

4.2 As of the termination date, the Agent shall have no further obligation to perform any of the brokerage services set forth in this Agreement or to provide any servicing with respect to any of the County's insurance coverages, with the exception of the continued coordination of claims activities for claims reported or filed while this agreement is in force.

4.3 The Agent shall also return to the County the originals or file copies, if originals are not available, of all documents and materials supplied by the County upon request by the County.

4.4 Agent shall continue to administer, coordinate the claims activity for any reported or filed claims within the coverage periods of insurance policies procured within the duration of this agreement until such claims are resolved.

5 DISCLOSURE, NON-DISCLOSURE AND NOTICES

5.1 During the term of this Agreement or upon termination of this Agreement, the Agent hereby agrees for itself and on behalf of its officers, agents, attorneys and all others acting on its behalf or in its employ:

- (i) to hold in strict confidence and not disclose any "confidential information" furnished by or on behalf of the County;
- (ii) not to use any such information for any purpose other than the management of and the placement of the County's insurance coverages;
- (iii) to return any and all such information (including all copies) upon request by the County. "Confidential information" means all information regarding the County, including information on its operations, assets, and projected future economic performance and prospects, other than information which has already been disclosed to the public, and
- (iv) to disclose to the County on or before June 1 of each year the total amount of contingency fees received by the Agent during the prior calendar year on the the County's insured coverages.

5.2 All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified mail, return receipt requested, to the following addresses:

If to the Agent

Wally McColloch, Sr. Vice President
Accordia/IRM
205 Landmark Drive
Normal, IL 61761-0968

If to the County

Jennifer Ho, Risk Manager
McLean County
104 West Front St
Bloomington, IL 61702-2400

or such other addresses as the parties may, from time to time, specify in writing.

6. INTEREST OF AGENT

Agent warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Agent warrants that, in performance of this Agreement, Agent shall not employ any person having such interest.

7. INDEPENDENT CONTRACTOR

7.1 All acts of Agent, its agents, officers, and employees and all others acting on behalf of Agent relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of the County. Agent, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County, save and except to bind insurance coverage for the County in its Agent's capacity as an independent contractor. Agent has no authority or responsibility to exercise any rights or power vested in the County. No Agent, officer, or employee of the County is to be considered an employee of Agent. It is understood by both Agent and the County that this Agreement shall not under any circumstances to be construed or considered to create any employer-employee relationship or joint venture.

7.2 Agent shall determine the method, details and means of performing the work and services to be provided by Agent under this Agreement. Agent shall be responsible to the County only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of the Agent in fulfillment of this Agreement. Agent has control over the manner and means of performing the services under this Agreement. Agent is permitted to provide service to others during the period service is provided to the County under this Agreement.

7.3 The County shall reserve the right to inspect the Agent's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

8. HOLD- HARMLESS AND INDEMNIFICATION PROVISION

As an independent contractor, Agent hereby indemnifies and holds the County harmless from any and all claims that may be made against the County arising out of or in any way connected with the performance of work by Agent, or the Agents' representatives in conjunction with this Agreement.

9. INSURANCE REQUIREMENTS

9.1 The Agent shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of Illinois and shall provide evidence of such insurance to the County as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies.

9.1.1 **Worker's Compensation** – in compliance with the statutes of the State of Illinois, plus employer's liability with a minimum limit of liability of \$500,000.

9.1.2 **General Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability.

9.1.3 **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall cover any automobile for bodily injury and property damage.

9.1.4 **Professional Errors and Omissions** insurance with a minimum limit of \$ 1,000,000 per occurrence.

Upon failure of the Agent to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared, suspended, or terminated. Failure of the Agent to obtain and/or maintain any required insurance shall not relieve the Agent from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Agent concerning indemnification.

10. GENERAL PROVISIONS

10.1 Neither this Agreement nor any rights thereunder shall be assigned by either party, including any assignment by operation of law, without the prior written consent of the other party first having been obtained.

10.2 No waiver, amendment or modification of any covenant, condition, limitation or provision herein contained shall be valid unless in writing and duly executed by both parties.

10.3 It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which provisions shall remain in full force and effect; it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision valid, then the provision shall have the meaning which renders the provision valid.

10.4 This Agreement shall be governed by, and construed 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 or set forth herein are incorporated herein by reference.

10.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this paragraph shall be construed to permit any attempted assignment which would be in violation of any other provision of this Agreement.

10.6 This Agreement constitutes the entire agreement between the parties and supercedes all proposals, prior discussions and representations, oral or written, between the parties relating to this Agreement or any services to be provided to the County. No representation or statement expressly contained in this Agreement shall be relied upon or be binding upon the parties.

10.7 Agent shall pay all current and applicable, city, county, state and Federal taxes, licenses as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:

the County

By: _____

Name: _____

Title: _____

ATTEST:

the Agent

By: _____

Name: _____

Title: _____

Service Fee Explanation

In accordance with Illinois Insurance Code, a service fee must be agreed upon in writing by the party to be charged. Therefore, please acknowledge by signing the Statement of Acceptance below.

Statement of Acceptance Insurance Service Fee Agreement

This service fee agreement is made this 15th day of February, 2005 between Acordia/IRM. hereinafter called "Agent" and the County of McLean, a body politic, hereinafter called "Client".

1. This service fee agreement will apply to types of insurance and/or services as checked below:

| | |
|--|--|
| <input type="checkbox"/> Package | <input type="checkbox"/> Automobile |
| <input checked="" type="checkbox"/> Property | <input checked="" type="checkbox"/> Umbrella |
| <input checked="" type="checkbox"/> General Liability | <input checked="" type="checkbox"/> Workers Compensation |
| <input checked="" type="checkbox"/> Other - <u>Crime; Nursing Home Liability Insurance</u> | |

2. Client agrees to remit the sum of \$ 28,471 as a service fee, payable as follows:

Quarterly Installments of \$ 7,117.75 Payable 3/1/05; 6/1/05; 9/1/05; 12/1/05)

3. Client understands and agrees that the service fee payable under this agreement is in addition to premiums to be paid on policies to the insurance companies involved.

4. Client acknowledges that in the event coverage is cancelled, the service fee charge is immediately earned.

County of McLean

Acordia



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: riskmgt@mclean.gov

104 West Front Street

P. O. Box 2400

Bloomington, IL 61702-2400

Memo To: Matt Sorensen, Chairman
Members, Finance Committee

From: Jen Ho, Risk Manager

Date: January 25, 2005

Subject: Proposed Insurance Program for FY 2005

The FY 2005 insurance program is forwarded for your approval. The proposed program is \$31,794 less than budgetted as a beneficiary of coverage changes in the property insurance coverage and in the workers compensation insurance coverage. Respectively, the changes has resulted in a savings of 24% for property insurance premiums and 33% in workers' compensation insurance. As in the past two years, coverages are written net of commissions, with the County retaining a brokerage service agreement with Acordia/IRM.

As a customary part of the renewal process, the agent was directed to seek proposals from different carriers for each line of coverage. A summary of the program FY 2005 is as follows:

- a). Excess workers compensation insurance – proposed switching to Safety National Casualty Corp, because of competitive rates, a lower self-insured retention of \$350,000 vis-a-vis \$400,000 from the incumbent, and dropping the aggregate stop-loss, while retaining statutory limits per occurrence, resulting in saving of 33% from FY 2004.
- b). Property insurance coverage - the Chubb Insurance Company offers broader coverages at lower cost than from the incumbent, resulting in savings of 24% from FY 2004. Also, the boiler & machinery coverage with the Cincinnati, is eliminated. With the change, the County has reached its goal of streamlining its property coverages.
- c). Excess liability insurance program – the States Self-insured RRG program remained competitive at a 25% increase in premiums when compared to alternate quote provided by an AIG company, but offers a conversion from a claims-made form to an occurrence form. This conversion provides coverage for all claims outside of the time-reporting restriction of the claims-made form and eliminates a future need to secure tail-coverage.
- d). Nursing home liability insurance – remains relatively flat at a 11% rate increase; market restriction continues.
- e). Theft/Bond Insurance – remains unchanged.
- f). Claims Administration - remains with CCMSI as part of 3 year contract. Will be using internet access for claims reporting in FY 2005.
- g). Legal representation – remains unchanged.

Provided costs are as listed in the Attachment. I will be available to answer your questions. Thank you.

C PROGRAM TITLE:

m

AGREEMENT NUMBER:**ESTIMATED START DATE:**

February 1, 2005

SOURCES OF PROGRAM FUNDING:

JAIBG FFY 01 Funds: \$ 6,377
 Matching Funds: \$ 709
 Over-Matching Funds: \$
 Total: \$ 7,086

IMPLEMENTING AGENCY:

McLean County on behalf of McLean Court Services

ADDRESS:104 West Front Street
Bloomington, Illinois 61701**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

37-600159

AUTHORIZED OFFICIAL:

Roxanne Castleman

TITLE:

Director of Court Services

TELEPHONE:

(309) 888-5361

FAX:

(309) 888-5434

E-MAIL:

roxanne.castleman@mcleancountyl.gov

PROGRAM FINANCIAL OFFICER:

Rebecca McNeil

TITLE:

McLean County Treasurer

TELEPHONE:

(309) 888-5180

FAX:

(309) 888-5176

E-MAIL:

rebecca.mcneil@mcleancountyl.gov

PROGRAM AGENCY:

McLean County Court Services

ADDRESS:104 West Front Street
Bloomington, Illinois 61701**PROGRAM DIRECTOR:**

Roxanne Castleman

TITLE:

Director of Court Services

TELEPHONE:

(309) 888-5361

FAX:

(309) 888-5434

E-MAIL:

roxanne.castleman@mcleancountyl.gov

FISCAL CONTACT PERSON:

Roxanne Castleman

AGENCY:

McLean County Court Services

TITLE:

Director of Court Services

TELEPHONE:

(309) 888-5361

FAX:

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E-MAIL:

roxanne.castleman@mcleancountyl.gov

PROGRAM CONTACT PERSON:

Roxanne Castleman

TITLE:

Director of Court Services

TELEPHONE:

(309) 888-5361

FAX:

(309) 888-5434

E-MAIL:

roxanne.castleman@mcleancountyl.gov

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JAIBG funds.

1. Please provide a *brief* description of your agency.

Geographically, McLean County is the largest in the state of Illinois, located in the heart of Illinois covering approximately 762,000 acres. McLean County continues to be an economic leader in Illinois. The economy finds its strength in insurance, education, healthcare, agribusiness and industry. McLean County consistently has a lower unemployment rate than the state and the union.

The twin cities of Bloomington and Normal make up the vast majority of the county's population. The people of Bloomington/Normal are diverse, well-educated, professional and prosperous. With all the amenities that Bloomington/Normal/McLean County has to offer the population continues to grow.

Prosecutors

The Mission of the McLean State's Attorney's Office is to serve victims of crime, by obtaining offender accountability for criminal misconduct; to serve the community's need for public safety and to convey its intolerance for crime; to treat victims of crime with respect and to assist them through the justice process and to represent citizens' interests in county government process and civil litigation involving county government.

In order to fulfill this mission, we have mobilized a staff of assistant state's attorneys and support staff consisting of secretaries, legal assistants and clerks. We have organized our services into four categorical areas: Criminal Prosecution services, Civil Representation/Juvenile, Child Support Enforcement and Administrative Support Services.

Judges

The Circuit Court is under the jurisdiction of the Illinois Court system and primarily under State control. The County is required to assume responsibility for housing the Courts and providing adequate staffing. The County provides the physical facilities and clerical support for the Circuit Court.

McLean County assigns one circuit judge to delinquency matters and one circuit judge to juvenile abuse and neglect cases.

Sheriff's Department

The Sheriff is an elected official of the County and serves a four-year term in the office. The office was established under the Constitution of the State of Illinois. Duties are outlined in 50 *ILCS* (2002) 5/3-6001.

The Sheriff is the County's Chief Law Enforcement Officer. The Sheriff's Department is responsible for crime prevention and control in those areas, which are not served by their own law enforcement agency. The Department also operates the Adult Detention Facility, serves summonses, executes Court Judgments, conducts criminal investigations, and performs all other functions required by State Statute.

The Sheriff is also responsible for the security of the Courts. Law Enforcement Officers are provided, under the Court Security Fund, for this purpose. In addition, the Sheriff provides bailiffs for the Courts.

Probation Officers and Managers

Court Services is the largest component of the community correctional element of the criminal justice system. In Illinois, Court Services is under the jurisdiction of the judicial branch of government and each department is responsible to the Chief Judge of the judicial circuit.

The mission of Court Services is to protect the public interest and safety by diligently enforcing court ordered conditions of probation through meaningful supervision strategies and utilizing appropriate supportive resources. The core services of Court Services are to provide investigation and reports to the court, to help develop appropriate court dispositions for adult offenders and juveniles offenders, and to supervise those persons placed on probation. Court Services departments may also provide a broad range of services including: crime and delinquency prevention, pretrial release, adult and juvenile diversion, juvenile detention, intensive probation supervision, specialized DUI services, community services programs, volunteer programs, and family court services.

Juvenile Detention Staff

The McLean County Juvenile Detention Center is a modern 26 bed short-term secure facility that houses juveniles who have been accused of serious crimes, or who have been sentenced to confinement for a short period of time. The facility offers a year round educational program staffed by two Unit #5 teachers (regular/special ed.) and one administrative assistant. Our daily program also provides recreational activities, mental health assessments and counseling, substance abuse assessments and counseling, health, personal hygiene and life-skills training, and a variety of cultural enriching programs provided by community volunteers.

Our Mission is to create and maintain a safe, clean, and secure environment in which our staff will deal with each child in a fair, firm, compassionate and consistent manner, treating each child with respect and dignity while holding them to behavioral expectations.

Our objectives are to diagnose needs and provide a planned, organized program that is healthy for the body, mind and spirit of each child in our care for the duration of their stay in order to prepare them for a positive transition out of our care back to their home or an alternative residential setting, as ordered by the court.

II. Summary of Program

This section will help us understand the program for which you are seeking JAIBG funds. **Do not** include a description of activities that will not be funded with JAIBG or match funds.

1. Goal:

To provide training for local juvenile justice staff to enhance their abilities to implement the objectives of Balanced and Restorative justice.

Objectives:

To provide training for one prosecutor
To provide training for one judge
To provide training for one law enforcement officer
To provide training for one probation officer and managers
To provide training for two juvenile detention staff

2. Please provide the JAIBG purpose areas the program will address with a brief explanation of each.

| |
|---|
| JAIBG Purpose Area: #_5_____ |
| <u>Explanation:</u> Providing funding to enable prosecutors to address drug, gang and youth violence problems more effectively and for technology, equipment and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders. |
| OR |
| JAIBG Purpose Area: #_6_____ |
| <u>Explanation:</u> Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime |

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include what strategies will be used to successfully implement the program.

| |
|---|
| <p>The annual American Probation and Parole Association's Winter Training Institute is one of the principal national probation training opportunities each year. The 2005 Winter Training Institute features national experts on juvenile justice and information on best practices in juvenile justice. Among the intensive workshops offered at the Institute are:</p> |
| <ul style="list-style-type: none">• Community based Partnerships and Outcome Intervention Strategies for Juvenile Offenders;• Functional Family Probation Resources, integrative case management for high risk youth;• Implementing Evidence based Practices: Creating a What Works Environment |
| <p>The National Conference on Juvenile Justice is sponsored by the National Conference of Juvenile and Family Court Judges and the National District Attorney's Association. The conference focuses on bringing together staff from all components of the juvenile justice system as well as community, school and human services participants to address key issues in juvenile justice, explore violence prevention initiatives and foster collaboration and communication. Among the intensive workshops offered at the conference are:</p> |
| <ul style="list-style-type: none">• Preventing Juvenile Violence• Effective Juvenile Drug Courts• Tough Cases for Juvenile Prosecutors• Juvenile Detention Reform in Rural Areas |

III. Statement of Problem

In the text box below, please provide information on access to juvenile justice training in your jurisdiction and why the selected training(s) would be beneficial to the staff selected to attend. Please limit your response a maximum of one page.

McLean County has made great strides in developing a collaborative atmosphere between its departments. Unfortunately, due to the financial shortfalls the last few years, departments in the county have had very limited access to juvenile justice trainings as a team. The National Conference on Juvenile Justice, especially with their focus on bringing together staff from all components of the juvenile justice system, will give the team from McLean County an opportunity to learn about current issues in juvenile justice and address these issues in a collaborative effort.

IV. Performance Measurement

JAIBG Purpose Area: # 5

Performance Measures:

Output Indicators:

#3. Amount and percent of prosecutors trained in topics related to drugs, gangs, or youth violence.

Short-Term Outcome Indicators:

#9. Number of options available for handling cases involving drugs, gangs, or youth violence.

Intermediate Term Outcome Indicators:

#13. Ratio of senior staff to junior staff.

JAIBG Purpose Area: # 6

Performance Measures:

Output Indicators:

#1. Number and percent of law enforcement staff trained in preventing or controlling juvenile crime

OR

#2. Number and percent of court personnel trained in preventing and controlling crime.

Short-Term Outcome Indicators:

#5. Number and percent of staff to rate training received as helpful.

Intermediate Term Outcome Indicators:

#13. Number of complaints about staff filed by youth.

V. Requested Conference Attendees

Please list all proposed conference attendees, the agency for which they work and their job title. For lists longer than 12, please add additional rows to the table.

| | Attendee Name | Agency | Title |
|-----|-----------------------|---|--|
| 1. | Aaron Hornsby | McLean County States Attorney's Officer | Assistant State's Attorney-Juvenile Division |
| 2. | Judge Donald Bernardi | McLean County Circuit Court | Circuit Judge |
| 3. | Robert Banks | McLean County Court Services | Juvenile Probation Officer |
| 4. | Dave Goldberg | McLean County Juvenile Detention Center | Superintendent |
| 5. | Cathy Jo Waltz | McLean County Juvenile Detention Center | Assistant Superintendent |
| 6. | Sheriff Dave Owens | McLean County Sheriff's Department | Sheriff |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |

| TRAVEL | Cost/ person | # of people | # of days | Federal Amount | Match Contribution |
|--|--------------|-------------|-------------|----------------|--------------------|
| National Conference on Juvenile Justice | | | | | |
| Conference Registration Fees -- member | \$375.00 | 1 | | \$375.00 | \$0.00 |
| Conference Registration Fees -- non-member | \$399.00 | 5 | | \$1,995.00 | \$0.00 |
| Lodging | \$130.00 | \$6.00 | 3 | \$2,340.00 | \$0.00 |
| Per Diem | \$8/quarter | 6 | 12 quarters | \$576.00 | \$0.00 |
| Airfare | \$300.00 | 5 | | \$1,091.00 | \$409.00 |
| Mileage | \$300.00 | 1 | | \$ | 300.00 |
| TOTAL TRAVEL COST | | | | \$ 6,377.00 | \$ 709.00 |

NY Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

Conference registration Conference registration fees will be paid for 1 staff member at the Assn. member rate of \$375/person and 5 staff non-member rate of \$399 per person.

Lodging Conference lodging will be paid for 6 staff members attending the conference at the conference rate of \$130 per night (\$120 plus tax)

Per Diem 12 quarters of per diem will be reimbursed to each staff member attending the conference at a rate of \$8 per quarter

Airfare Airfare from Illinois to Orlando, Florida is estimated at \$ 300 per person for 5 staff members attending the conference.

Mileage Mileage reimbursement from Illinois to Orlando, Florida is estimated at \$300 per person for 1 staff member attending the conference.

| | | GRAND TOTAL | |
|------------|---|----------------|--------------------|
| | | Federal Amount | Match Contribution |
| TRAVEL | National Conference on Juvenile Justice | \$ 6,377.00 | \$ 709.00 |
| TRAVEL | APPA Winter Training Institute | - \$ | - \$ |
| TOTAL COST | | \$ 6,377.00 | \$ 709.00 |

All procurements must be competitive

| | |
|-------------------|------------|
| <u>Total Cost</u> | |
| | \$375.00 |
| | \$1,995.00 |
| | \$2,340.00 |
| | \$576.00 |
| | \$1,500.00 |
| \$ | 300.00 |
| | |
| \$ | 7,086.00 |

members at the

| | |
|------------|--------|
| Total Cost | |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | |
| | |
| | |

79

numbers at the the

| | |
|-------------------|--|
| <u>Total Cost</u> | |
| \$ 7,086.00 | |
| - | |
| \$ 7,086.00 | |

SECTION 45. ACCEPTANCE

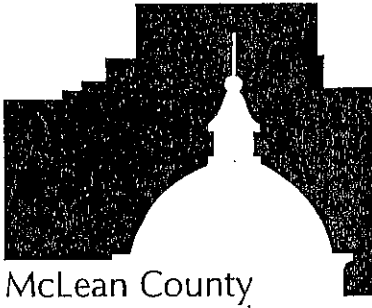
The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

| | |
|---|---------------|
| _____ Lori G. Levin Executive Director Illinois Criminal Justice Information Authority | _____ Date |
|---|---------------|

| | |
|--|---------------|
| _____ Michael Sweeney President McLean County Board | _____ Date |
|--|---------------|

| | |
|---|---------------|
| _____ Rebecca McNeil Treasurer McLean County | _____ Date |
|---|---------------|

| | |
|--|---------------|
| _____ Roxanne Castelman Director of Court Services McLean County Court Services | _____ 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: Chief Judge Elizabeth A. Robb
Date: 1/21/2005
Re: Juvenile Accountability Incentive Block Grant

McLean County Court Services recently received information regarding a Juvenile Accountability Incentive Block Grant (JABIG) which will allow McLean County to send a team of 5 professionals to the National Conference on Juvenile Justice in Orlando Florida. This conference is March 20-23, 2005.

The team consists of: Sheriff Dave Owen, Judge Donald Bernardi, ASA Aaron Hornsby, Superintendent Dave Goldberg, Assistant Superintendent Cathy Waltz, and juvenile probation officer Robert Banks.

This a great opportunity, as the conference material is very relevant to issues facing McLean County's juvenile offenders. I do apologize for not getting this material to you sooner, but as with most grants, the turn around time is very short.

There is a 10% cash match which each department will pay from their 2005 training budget.

I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.



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

February 10, 2005

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Facilities Management to award the bid for the maintenance and service of the Bell Strike Equipment in the dome of the Old County Courthouse to SimplexGrinnell LP, Peoria, Illinois.

Your PROPERTY COMMITTEE further respectfully recommends the award of this maintenance contract to SimplexGrinnell LP because the clock and bell strike mechanisms are controlled by a Simplex 6400 Master Control Panel.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

| | | | | |
|--|--|--|--|---|
| District #1 Stan Hosellon Don J. Cavallini | District #3 Michael F. Sweeney Diane R. Bostic | District #5 B.H. "Duffy" Bass Sonny Rodgers | District #7 P.A. "Sue" Berglund Bette Rackauskas | District #9 Terry Baggett Cathy Ahari |
| 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 |



Fire & Security

SimplexGrinnell

SimplexGrinnell LP

1090 N. Main Street
Peoria, IL 61611
Tel. (309) 694-8000 Ext. 202
Fax (309) 694-8007

RECEIVED

JAN 24 2005

Facilities Mgt. Div.

QUOTATION
(SERVICE DEPARTMENT)

| | | |
|--|---|---------------------------|
| SimplexGrinnell Contract # 375-1420 | Salesperson: Marsha Clark | Date: January 24, 2005 |
| Service at: McLean County Museum of History 200 N. Main Street Bloomington, IL 61701 | Invoice: Jack Moody- McLean County Facilities 104 W. Front Street P.O. Box 2400 Bloomington, IL 61702-2400 (309) 888-5192 | |

SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK:

Preventative Maintenance on following: "F" Coverage applies

| | | | |
|--------------------------------|---------------|--------------------|------------------|
| Tower Movements | 4 each | 102.50 each | \$ 410.00 |
| 6400 Master Time System | 1 each | 237.00 | \$ 237.00 |

"H" Coverage applies:

Simplex 4001 Panel- Vista 32FB Panel with Ademco keypad and receiver, and 4 Smoke Detectors
\$ 253.00 Annually

TOTAL \$ 900.00

| | | | | | |
|--|---|--|--|--|--|
| TERMS OF THIS AGREEMENT ARE | | | NET 10 <input type="checkbox"/> | NET 30 <input type="checkbox"/> | C.O.D. <input type="checkbox"/> |
| <input type="checkbox"/> Time and Material | <input type="checkbox"/> Price Not to Exceed \$ | <input checked="" type="checkbox"/> Fixed Price of \$ 900.00 | | | |
| Coverage begins on March 1, 2005, for three years at \$900.00 per year. (Fixed Pricing) | | | | | |
| Balance Due \$ 900.00 | | | | | |
| AMEX <input type="checkbox"/> | MC/Visa <input type="checkbox"/> | Discover <input type="checkbox"/> | CREDIT CARD # _____ | Expiration Date: _____ | |
| | | | Name on Credit Card _____ | | |

IMPORTANT NOTICE TO CUSTOMER

- A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing SimplexGrinnell prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
- B. Unless otherwise agreed in writing between the parties, the Customer shall pay SimplexGrinnell within thirty (30) days of the date of this Agreement. If SimplexGrinnell is subsequently requested by the Customer to perform additional work beyond the work set out in the above scope of work, the Customer shall pay SimplexGrinnell within net 10 or net 30 days (as selected above) from the date of the invoice or the date of completion of the work, whichever is earlier. The Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Where the Agreement is not executed, payment shall constitute acceptance of the terms and conditions of this Agreement.
- C. Additional work performed for the Customer by SimplexGrinnell (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
- D. CUSTOMER AGREES THAT SIMPLEXGRINNELL'S LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE SET OUT ABOVE (AS INCREASED BY THE PRICE FOR ANY ADDITIONAL WORK) OR, WHERE THE TIME AND MATERIAL TERM IS SELECTED ABOVE, CUSTOMER'S TIME AND MATERIALS PAYMENTS TO SIMPLEXGRINNELL. CUSTOMER FURTHER AGREES THAT SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND AND THAT THE CUSTOMER SHALL HOLD SIMPLEXGRINNELL HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS RELATING TO THE CUSTOMER'S FAILURE TO MAINTAIN THE SYSTEMS OR TO KEEP THEM IN OPERATIVE CONDITION OR RELATING TO SIMPLEXGRINNELL'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- E. THIS AGREEMENT CONSISTS OF THIS AGREEMENT PAGE AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

SIMPLEXGRINNELL LP

By: _____

Authorized Signature

Name: Michael F. Sweeney, Chairman, McLean County Board

By: Marsha Clark

SERVICE AGREEMENT

General Terms and Conditions

GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, SimplexGrinnell, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1998. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page, and these General Terms and Conditions (collectively the "Agreement"), are intended by SimplexGrinnell and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between SimplexGrinnell and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. SimplexGrinnell is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by the CUSTOMER, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer of SimplexGrinnell. All work to be performed by SimplexGrinnell will be performed during normal working hours of normal working days (8:00 a.m. - 6:00 p.m., Monday through Friday, excluding SimplexGrinnell holidays), as defined by SimplexGrinnell, unless additional times are specifically described in a special provision to this Agreement. SimplexGrinnell will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The CUSTOMER shall promptly notify SimplexGrinnell of any malfunction in the Covered System(s) which comes to the CUSTOMER's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, SimplexGrinnell determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined SimplexGrinnell shall be relieved from any and all liability arising therefrom.

Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by SimplexGrinnell to the CUSTOMER. SimplexGrinnell shall not be responsible for equipment failure occurring while SimplexGrinnell is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or parts which are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

REPAIR SERVICES (If Selected by Customer)

Where the Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section on the Agreement page, such services apply only to the components or equipment of the Covered System(s). The Agreement price does not include repairs to the Covered System(s) recommended by SimplexGrinnell during the initial inspection, for which SimplexGrinnell will submit independent pricing to customer and as to which SimplexGrinnell will not proceed until the Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond SimplexGrinnell's control. This Agreement does not cover system upgrades or the replacement of obsolete systems, equipment, components or parts.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-SimplexGrinnell installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

SYSTEM EQUIPMENT

The purchase of equipment or peripheral devices, (e.g., smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers, hoses, etc.) from SimplexGrinnell shall be subject to the terms and conditions of this Agreement, not withstanding any different terms and conditions in the CUSTOMER's purchase order. If, in SimplexGrinnell's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether manufactured by SimplexGrinnell or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device or equipment upon notice from SimplexGrinnell. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), SimplexGrinnell shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

CUSTOMER'S RESPONSIBILITIES

The CUSTOMER further agrees to:

- provide SimplexGrinnell access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- provide a safe work environment,

- in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify SimplexGrinnell as soon as practical under the circumstances,
- to make payments as provided in this Agreement.

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that SimplexGrinnell has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

SimplexGrinnell shall have the right to rely on the representations listed above. If hazardous conditions are encountered by SimplexGrinnell during the course of SimplexGrinnell's work, the discovery of such materials shall constitute an event beyond SimplexGrinnell's control and SimplexGrinnell shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER as certified in writing by an independent testing agency, and the CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by SimplexGrinnell. The CUSTOMER shall indemnify and hold SimplexGrinnell harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies SimplexGrinnell of the existence of said hazardous conditions. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of the CUSTOMER. SimplexGrinnell shall not be responsible for the testing, removal or disposal of such hazardous materials.

PAYMENT FAILURE

If the Customer fails to make any payment when due, SimplexGrinnell shall have the right, at SimplexGrinnell's sole discretion, to stop performing any Services until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

LIMITED WARRANTY

SIMPLEXGRINNELL WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

Where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEXGRINNELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. SIMPLEXGRINNELL MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEXGRINNELL'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that SimplexGrinnell is not an insurer and that insurance covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that the Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to SimplexGrinnell hereunder are based upon the value of the services and the scope of liability set forth herein, and that SimplexGrinnell is not guaranteeing that no loss will occur.

LIQUIDATED DAMAGES; LIMITATIONS OF REMEDY

SimplexGrinnell and the CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure of any SimplexGrinnell device or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, should there arise any liability on the part of SimplexGrinnell, such liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to SimplexGrinnell. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred.

Such sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. If the Customer desires SimplexGrinnell to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by SimplexGrinnell of such greater liability, provided however that such rider shall in no way be interpreted to hold SimplexGrinnell as an insurer. IN NO EVENT SHALL SIMPLEXGRINNELL BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

INSURANCE

The CUSTOMER shall name SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on the CUSTOMER's general liability and auto liability policies.

INDEMNITY

The CUSTOMER agrees to indemnify, hold harmless and defend SimplexGrinnell against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of the Customer or SimplexGrinnell relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. SimplexGrinnell reserves the right to select counsel to represent it in any such action.

FORCE MAJEURE

SimplexGrinnell shall not be responsible for failure to render Services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of SimplexGrinnell.

WAIVER OF SUBROGATION

The CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge SimplexGrinnell from and against all hazards covered by the CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

ASSIGNMENT

The CUSTOMER may not assign this Agreement without SimplexGrinnell's prior written consent. SimplexGrinnell may assign this Agreement to an affiliate without obtaining the CUSTOMER'S consent.

REPORTS

Where inspection and/or test services are selected, such inspection and/or test shall be completed on SimplexGrinnell's then current Report form, which shall be given to the CUSTOMER, and, where applicable, SimplexGrinnell may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by SimplexGrinnell are only advisory in nature and are intended to assist the CUSTOMER in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with the CUSTOMER.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

LEGAL FEES

SimplexGrinnell shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with SimplexGrinnell enforcing the terms and conditions of this agreement.

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SimplexGrinnell

Service Agreement Options

Three Most Often Implemented Service Agreements:

1) T-Coverage- provides testing of all devices which fulfills NFPA code 72 requirements; repairs and service calls are billable at prevailing service rates.*

*Prevailing service rates are: \$128/hr for software based systems and \$107/hr otherwise plus mileage and travel time @ \$1.40/mile. Average service call charge: \$475.00 (estimated).

→ 2) H-Coverage- provides testing of all devices, control panel parts replacement*, and emergency service calls (M-F, 8-5).

*Average repair costs for a control panel (WITHOUT this type of agreement in effect): \$1,500.00 (estimated)

→ 3) F-Coverage- provides testing of all devices, *complete* system parts replacement AND emergency service calls (M-F, 8-5).

Smoke Detector SENSITIVITY Testing, provides a calibrated test individually for each smoke detector. Detector's threshold is measured against manufacturer's specifications. **NOTE: This test is required every other year.**

Other Available Service Agreement Options:

I-Coverage, provides testing, complete system parts replacement, no emergency service.

J-Coverage, provides testing, control panel parts replacement, no emergency service calls.

L-Coverage, provides testing, emergency service calls, no parts replacement.

M-Coverage, provides testing of control panel, no replacement parts or emergency services.

N-Coverage, provides control panel parts replacement and emergency services, no testing.

O-Coverage, special coverage.

Smoke Detector Cleaning, provides individual cleaning to each smoke detector. Device is cleaned according to manufacturer's specifications.



Facilities Management

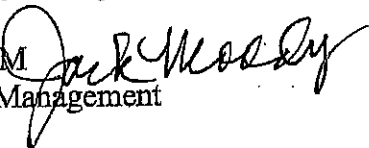
104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM 
Director, Facilities Management

Date: January 25, 2005

Subj: SimplexGrinnell Maintenance Agreement for Courthouse

The McLean County Museum of History old Courthouse dome and roof project is now substantially complete. The reworked clock and bell strike mechanisms are controlled by SimplexGrinnell technology. The lease agreement between the McLean County Museum of History and McLean County require the County to maintain all installed mechanical systems and installations in the facility. Because the clock and bell strike mechanisms are controlled by a Simplex 6400 Master Control Panel and four new smoke detectors were installed in the dome, we need to cover this equipment with a maintenance agreement.

Enclosed is the Simplex proposal to cover the equipment for a period of three (3) years at a fixed price of \$900.00 per year. Funds are available in the Adopted FY 2005 budget for the McLean County Courthouse for this expenditure in 2005.

Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the attached proposal and states that it is consistent with similar proposals for such systems at the County.

We, therefore, request and recommend the attached proposal be approved by the Property Committee and the McLean County Board.

We are pleased to answer any questions or provide any further information.

Thank you for your kind consideration.

JEM:
enclosure

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DARWIN BUILTA
AS A TRUSTEE OF THE
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term for Darwin Builta, as a member of the Southeastern McLean County Water Authority, it is advisable to consider an appointment or reappointment to this position; and,

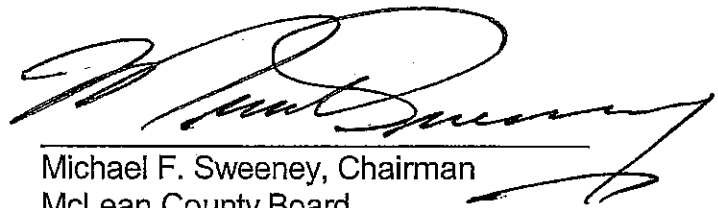
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Darwin Builta as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2008, 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 Darwin Builta and Hunt Henderson, attorney for the Southeastern McLean County Water Authority.


ADOPTED by the County Board of McLean County, Illinois, this 15th day of February, 2005.

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 STEVEN CRUMBAUGH
AS A COMMISSIONER OF THE
SOUTH EMPIRE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Steven Crumbaugh as a Commissioner of the South Empire Drainage District, it is advisable to consider a reappointment to this position; and,

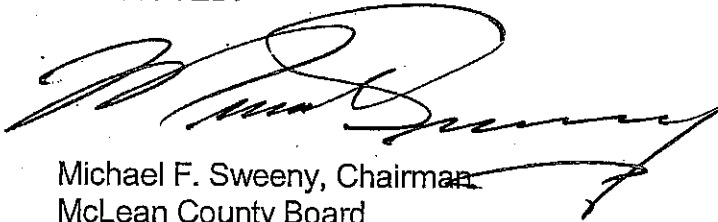
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Steven Crumbaugh as a Commissioner of the South Empire Drainage District for a term of three years beginning in 2003 and set to expire on the first Tuesday in September, 2006, 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 Steven Crumbaugh, Commissioner.

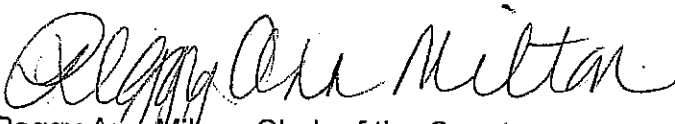
Adopted by the County Board of McLean County, Illinois, this 15th day of February, 2005.

APPROVED:



Michael F. Sweeny, 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 DONALD W. WALLACE
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Robert Little as a Commissioner of the Kumler Drainage District, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, 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,

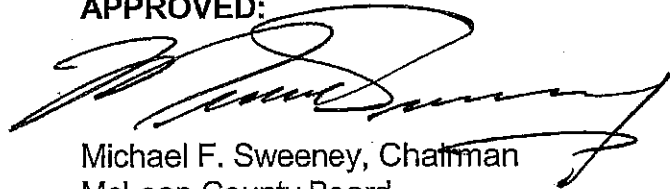
BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald W. Wallace as a Commissioner of the Kumler Drainage District to fulfill a term of three years to expire on the first Tuesday in September, 2005, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that any prior Resolutions pertaining to this appointment are superseded by this Resolution.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Donald W. Wallace and Hunt Henderson, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 15th day of February, 2005.

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 OF APPOINTMENT OF JEFF KOWALCZYK
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

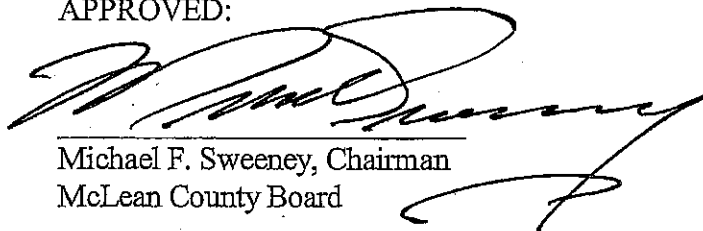
WHEREAS, due to the expiration of the term of Richard Buchanan, the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Jeff Kowalczyk for a three-year term as a member of the McLean County Regional Planning Commission, with the term 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 reappointment to Jeff Kowalczyk and the Director of the McLean County Regional Planning Commission.

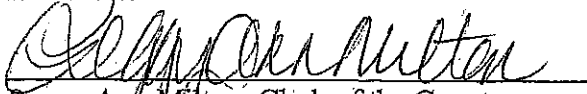
Adopted by the County Board of McLean County, Illinois, this 15th day of February, 2005.

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 MARK KLINGER
AS A MEMBER OF THE
REGIONAL PLANNING COMMISSION

WHEREAS, due to the resignation of William Mullins, Jr. as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

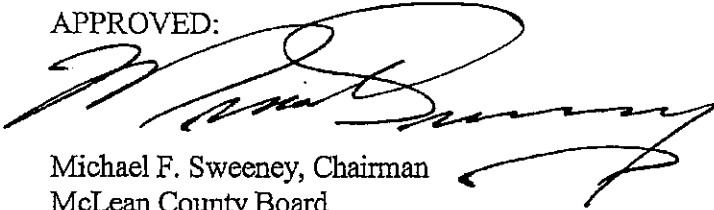
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Mark Klinger as a member of the Regional Planning Commission for the remainder of a three year term that expires on December 31, 2005, 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 Mark Klinger and the Director of the McLean County Regional Planning Commission.

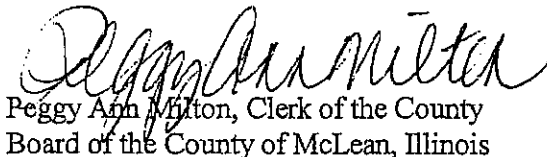
ADOPTED by the County Board of McLean County, Illinois, this 15th day of February, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Cavallini/Owens 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:

CONTRACT AMENDMENT

Introduction

This document is a contract amendment between McLean County, Illinois and The Sidwell Company, for Professional GIS Services to create countywide agricultural land use data for implementing a GIS-based farmland assessment solution.

Overview

McLean County, Illinois has contracted with The Sidwell Company to provide professional cadastral mapping services for the county's cadastral-based geographic information system (GIS). GIS services have included on-going parcel maintenance services for the county. McLean County is actively deploying GIS to all offices within the county. As part of this deployment, the county assessment staff can use GIS to generate farmland assessments accurately and efficiently.

Purpose

The purpose of this professional services agreement is to provide professional GIS services to create a countywide agricultural land use layer. Agricultural land use is one of the primary data layers for generating accurate and efficient farmland assessment values. It is recommended that agricultural land use be created or updated using current digital orthophotography and definitions provided by the Illinois Department of Revenue.

Within 14 days of contract signing a Sidwell project manager will be named and assigned to work directly with county staff. Sidwell has learned that each county can have unique methods for interpreting land use. Land use definitions and delineation methods will be reviewed with county staff to determine the best possible methods for capturing the data. Sidwell will delineate all agricultural land use areas in the county. Digital and hard copy data will be delivered to the county for review. The project manager will meet with county staff to demonstrate our methods of delineation and suggest methods for reviewing agricultural land use data.

Once the county has completed their review of the agricultural land use data, materials will be returned to Sidwell and we will make all the necessary corrections to the data. Upon completing the changes, Sidwell will deliver the final agricultural land use data in an ESRI personal geodatabase or Shapefile. This data can be loaded into the county GIS database for use in the Supervisor of Assessor's office.



CONTRACT AMENDMENT

Scope of Services

Sidwell Responsibilities

The Sidwell Company will be responsible to provide the following professional GIS services and deliveries to McLean County:

- Delineate countywide agricultural land use for McLean County based on definitions provided by the Illinois Department of Revenue and current digital orthophotography.
- Work with the county assessment staff to determine specific needs for agricultural land use.
- Provide digital and hard copy versions of the land use data for the county to review on an area-by-area basis.
- Make all necessary corrections to agricultural land use data made by county staff.
- Deliver final agricultural land use in an ESRI personal geodatabase or Shapefile.

McLean County Responsibilities

McLean County will be responsible for the following:

- Provide use of current digital orthophotography of the county
- Provide a download of all existing agricultural parcels with assessed acreages
- Provide a download of all current land use classifications with acreages
- Review and suggest changes to agricultural land use delineations

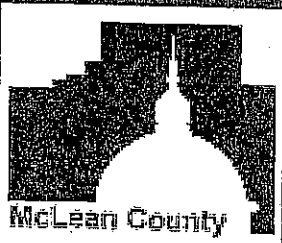
Project Timeline and Cost

Completion and delivery of the countywide agricultural land use data layer will be reached by Friday, 10/28/2005.

McLean County agricultural land use project

\$29,000.00

The services performed for this project will be invoiced as project areas and services are completed. The final 20% of payment is not required until project completion.



CONTRACT AMENDMENT

THE SIDWELL COMPANY

MCLEAN COUNTY, ILLINOIS

By: *Neal D. Carpenter*
Neal D. Carpenter
Executive Vice President

By: *Michael F. Sweeney*
Michael F. Sweeney
Chairperson, County Board

Neal D. Carpenter personally
appeared and signed before me as an
officer and agent of said corporation this
28 day of January, 2005

By: February 15, 2005

Notary

Attest

Mildred M. Gredlcs

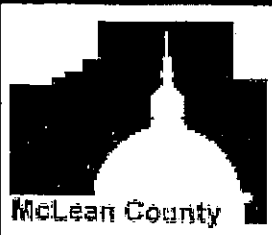
By: *Peggy Ann Milton*
Peggy Ann Milton
County Clerk



Members Sorensen/Bass moved the County Board approve a Request for Approval of Contract Amendment with the Sidwell Company to Provide GIS Farmland Development – Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Reports for the Executive Committee are on pages 89-107.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Segobiano, Vice-Chairman, stated the following: the Land Use Committee has no items for action.



FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

**A RESOLUTION TRANSFERRING MONIES FROM THE
WORKING CASH FUND 0002
TO THE TORT JUDGMENT FUND 0135
FISCAL YEAR 2005**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Tort Judgment Fund 0135 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, the County has heretofore established a Working Cash Fund and has accordingly collected a special tax therefore pursuant to statute; and,

WHEREAS, it is desirable to transfer to said funds, monies from said Working Cash Fund; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$742,423.00 from the Working Cash Fund to the Tort Judgment Fund 0135; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board in regular session that the sum of up to \$742,423.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following funds as follows:

| | | |
|-------|-------------------------|---------------------|
| FROM: | Working Cash Fund 0002 | <u>\$742,423.00</u> |
| TO: | Tort Judgment Fund 0135 | <u>\$742,423.00</u> |

BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$742,423.00 accordingly.

BE IT FURTHER RESOLVED that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2005, upon receipt of general property taxes until the full amount so transferred has been returned to the Working Cash Fund 0002.

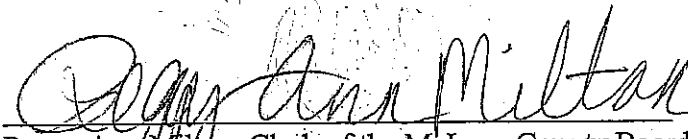
BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

(2)

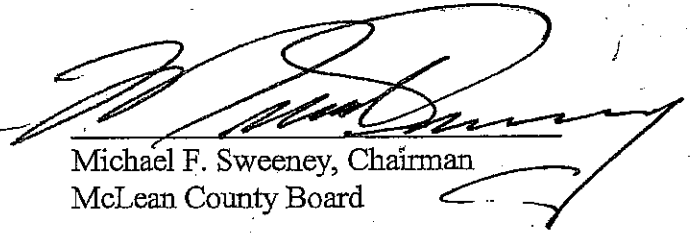
ADOPTED by the County Board of McLean County, Illinois this 15th day of February, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

E:\JOHN\COBD\WRKNGCASH_RES2005.FEB

**AN ORDINANCE TRANSFERRING MONIES FROM THE
COUNTY GENERAL FUND 0001
TO THE FICA/SOCIAL SECURITY FUND 0130, THE I.M.R.F. FUND 0131,
AND THE TORT JUDGMENT FUND 0135
FISCAL YEAR 2005**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the FICA/Social Security Fund 0130, the I.M.R.F. Fund 0131, the Tort Judgment Fund 0135 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the County General Fund 0001 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$114,792.00 from the General Fund 0001 to the FICA/Social Security Fund 0130; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$48,913.00 from the General Fund 0001 to the I.M.R.F. Fund 0131; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$597,647.00 from the General Fund 0001 to the Tort Judgment Fund 0135; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$114,792.00 be and the same is hereby ordered transferred on an as needed basis as follows:

| | | |
|-------|--------------------------------|---------------------|
| FROM: | County General Fund 0001 | <u>\$114,792.00</u> |
| TO: | FICA/Social Security Fund 0130 | <u>\$114,792.00</u> |

BE IT FURTHER ORDAINED by the McLean County Board in regular session that the sum of up to \$48,913.00 be and the same is hereby ordered transferred on an as needed basis as follows:

| | | |
|-------|--------------------------|---------------------|
| FROM: | County General Fund 0001 | <u>\$ 48,913.00</u> |
| TO: | I.M.R.F. Fund 0130 | <u>\$ 48,913.00</u> |

(2)

BE IT FURTHER ORDAINED by the McLean County Board in regular session that the sum of up to \$597,647.00 be and the same is hereby ordered transferred on an as needed basis as follows:

| | | |
|-------|--------------------------|---------------------|
| FROM: | County General Fund 0001 | <u>\$597,647.00</u> |
| TO: | Tort Judgment Fund 0135 | <u>\$597,647.00</u> |

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$761,352.00 accordingly.

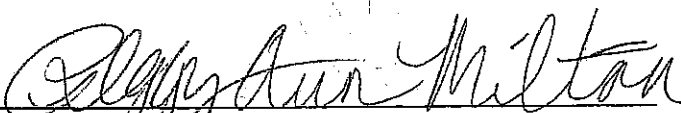
BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2005 to reimburse said County General Fund 0001 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

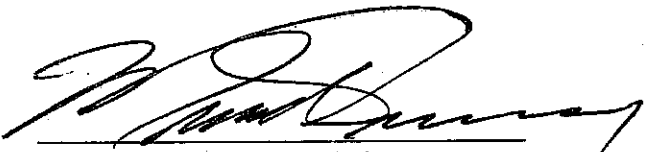
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County, Illinois this 15th day of February, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

**AN ORDINANCE TRANSFERRING MONIES FROM THE
HEALTH DEPARTMENT FUND 0112
TO THE PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110
FISCAL YEAR 2005**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Persons with Developmental Disabilities Fund 0110 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the Health Department Fund 0112 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$106,482.00 from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$106,482.00 be and the same is hereby ordered transferred on an as needed basis as follows:

| | | |
|-------|--|---------------------|
| FROM: | Health Department Fund 0112 | <u>\$106,482.00</u> |
| TO: | Persons with Developmental Disabilities Fund 0110 | <u>\$106,482.00</u> |

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$106,482.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2005, to reimburse said Health Department Fund 0112 upon the receipt of general property taxes until the full amount so transferred has been returned to these funds.

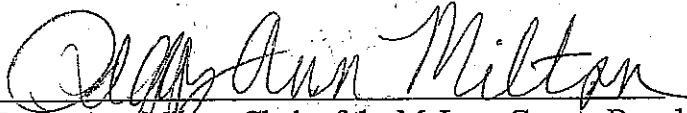
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

(2)

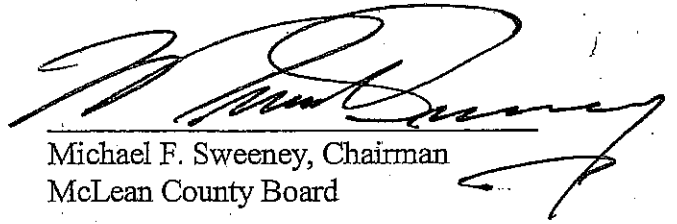
ADOPTED by the County Board of McLean County, Illinois this 15th day of February, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

e:\john\cobd\ordtrans_healthfund05.feb

**AN ORDINANCE TRANSFERRING MONIES FROM THE
BRIDGE MATCHING FUND 0121
TO THE TORT JUDGMENT FUND 0135
FISCAL YEAR 2005**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Tort Judgment Fund 0135 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the County Highway Bridge Matching Fund 0121 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$212,575.00 from the Bridge Matching Fund 0121 to the Tort Judgment Fund 0135; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$212,575.00 be and the same is hereby ordered transferred on an as needed basis as follows:

| | | |
|-------|---------------------------|---------------------|
| FROM: | Bridge Matching Fund 0121 | <u>\$212,575.00</u> |
| TO: | Tort Judgment Fund 0135 | <u>\$212,575.00</u> |

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$212,575.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2005, to reimburse said Bridge Matching Fund 0121 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

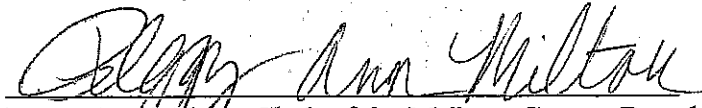
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

(2)

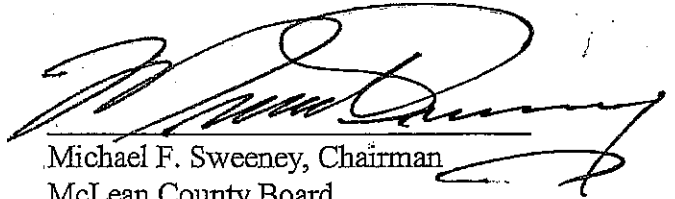
ADOPTED by the County Board of McLean County, Illinois this 15th day of February, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

e:\john\coba\ordtrans_bridgematching05.feb

PROJECTED CASH FLOW FOR FISCAL YEAR 2005
 JANUARY 1, 2005 - MAY 31, 2005

| COUNTY FUND | CASH BALANCE AS OF 12/31/04 | | REVENUE AS OF 5/31/05 | | EXPENDITURES AS OF 5/31/05 | | EST. BALANCE AS OF 5/31/05 |
|---------------------------------------|-----------------------------|------------|-----------------------|------------|----------------------------|------------|----------------------------|
| | ACTUAL | EST. | ACTUAL | EST. | ACTUAL | EST. | |
| General Fund 0001 | 2,855,759 | 8,110,282 | 8,272,488 | 11,128,247 | 10,163,622 | 10,366,894 | 761,352 |
| Sub-Total | 2,855,759 | 8,110,282 | 8,272,488 | 11,128,247 | 10,163,622 | 10,366,894 | 761,352 |
| Persons Devel. Disabilities Fund 0110 | 40,197 | 52,870 | 92,400 | 132,597 | 234,391 | 239,079 | (106,482) |
| TB Care & Treatment Fund 0111 | 170,227 | 26,100 | 45,835 | 216,062 | 102,900 | 104,958 | 111,104 |
| Health Department Fund 0112 | 816,189 | 718,180 | 727,315 | 1,543,504 | 1,385,111 | 1,412,813 | 130,691 |
| Highway Department Fund 0120 | 1,606,000 | 231,004 | 50,000 | 1,656,000 | 953,529 | 750,000 | 906,000 |
| Bridge Matching Fund 0121 | 1,281,000 | 125,447 | 20,000 | 1,301,000 | 906,829 | 550,000 | 751,000 |
| County Matching Fund 0122 | 534,000 | 94,697 | 10,000 | 544,000 | 93,920 | 500,000 | 44,000 |
| Children's Advocacy Center Fund 0129 | 32,204 | 138,811 | 176,100 | 208,304 | 163,877 | 175,561 | 32,743 |
| FICA - Social Security Fund 0130 | 330,571 | 180,699 | 318,600 | 649,171 | 748,983 | 763,963 | (114,792) |
| IMRF Fund 0131 | 387,692 | 185,601 | 274,500 | 662,192 | 697,162 | 711,105 | (48,913) |
| Tort Judgment Fund 0135 | (785,974) | 185,165 | 325,800 | (460,174) | 1,065,825 | 1,092,471 | (1,552,645) |
| Veterans Assistance Commission 0136 | 86,540 | 13,863 | 24,500 | 111,040 | 58,060 | 60,241 | 50,799 |
| Sub-Total | 4,498,646 | 1,932,437 | 2,065,050 | 6,563,696 | 6,411,587 | 6,360,191 | 203,505 |
| TOTAL Working Cash Fund | 7,354,405 | 10,042,719 | 10,337,538 | 17,691,943 | 16,575,209 | 16,727,085 | |
| TOTAL AVAILABLE | 742,423 | | 742,423 | | | | |
| | 8,096,828 | | | 18,434,366 | | | |

Members Sorensen/Owens moved the County Board approve the Fiscal Year 2005 Interfund Borrowing Requirements: January 1, 2005 - May 31, 2005—County Administrator's Office

1. Request Approval of a Resolution Transferring Monies from the Working Cash Fund 0002 to the Tort Judgment Fund 0135
2. Request Approval of an Ordinance Transferring monies from the County General Fund 0001 to the FICA/Social Security Fund 0130, the I.M.R.F. Fund 0131, and the Tort Judgment Fund 0135
3. Request Approval of an Ordinance Transferring monies from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110
4. Request Approval of an Ordinance Transferring monies from the Bridge Matching Fund 0121 to the Tort Judgment Fund 0135

Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**A RESOLUTION OF THE McLEAN COUNTY BOARD
AMENDING THE RESOLUTION ESTABLISHING
THE RECORDER'S REVOLVING REVENUE STAMP FUND**

WHEREAS, the County Board adopted a Resolution Establishing the Recorder's Revolving Revenue Stamp Fund on August 9, 1977; and

WHEREAS, the Finance Committee has been advised by the County Auditor and the County Recorder that it would be advisable to increase the Recorder's Revenue Stamp Fund to \$75,000.00 from \$50,000.00 in order to reduce the frequency of trips to Springfield to purchase necessary state revenue stamps required on certain real estate transactions; and

WHEREAS, the Finance Committee concurs with this recommendation and requests the County Board to approve of such an increase in the Recorder's Revenue Stamp Fund, now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

1. That Section 2 of the August 19, 1977 Resolution referred to above is hereby amended to read as follows:

"That the County Auditor shall advance \$75,000.00 to the real estate transfer stamp fund; said amount to include the inventory of real estate transfer stamps as of February 15, 2005 and that said amount of \$75,000.00 to be repaid from the first \$75,000.00 of revenue stamps."

2. That Section 3 of the Resolution referred to above is hereby amended as follows:

"That the County Recorder (Recorder of Deeds) is authorized to direct that the County Auditor issue a check up to \$75,000.00 to the State of Illinois for the purchase of real estate transfer stamps."

3. That Section 5 of the Resolution referred to above is hereby amended as follows:

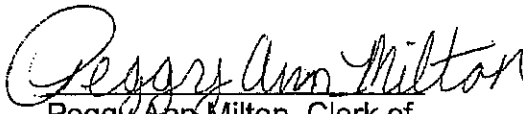
"That the County Auditor shall maintain a \$75,000.00 balance in the real estate transfer revolving stamp fund; said amount to include the inventory of real estate transfer stamps on hand."

4. That the County Clerk shall provide a certified copy of this resolution to the County Recorder, County Auditor, and County Administrator.

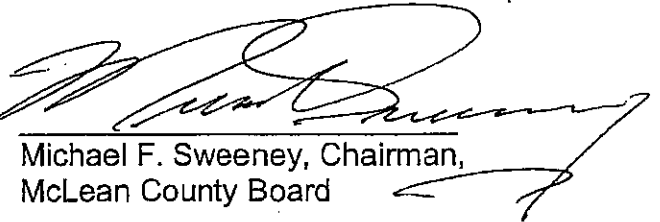
ADOPTED by the County Board of the County of McLean, Illinois this 15th day of February 2005.

ATTEST:

ADOPTED:



Peggy Ann Milton, Clerk of
the McLean County Board



Michael F. Sweeney, Chairman,
McLean County Board

e:john/cobd/res_rec_stmprevfnd.05

Members Sorensen/O'Connor moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Amending the Resolution Establishing the Recorder's Revolving Revenue Stamp Fund—Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING ADDITIONAL COMPENSATION
For CERTAIN EXEMPT POSITION CLASSIFICATIONS

WHEREAS, the McLean County Board, at its regular meeting on May 18, 2004, approved and adopted a Resolution Establishing the Budget Policy for Fiscal Year 2005; and,

WHEREAS, the Fiscal Year 2005 Budget Policy Resolution provides that employees who are classified as an exempt position are considered to be salaried employees and, therefore, pursuant to the Federal Labor Standards Act (FLSA) are not entitled to additional compensation; and,

WHEREAS, the Fiscal Year 2005 Budget Policy Resolution further specifies the following: "Any request by a County office/department to pay additional compensation to an exempt employee shall be presented to the Finance Committee for review and approval. Without formal authorization and approval of the Finance Committee and the County Board, an exempt employee shall not be entitled to receive any additional compensation;" and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, February 1, 2005, recommended approval that the following four exempt position classifications be authorized to receive additional compensation:

| <u>Class Code</u> | <u>Pay Grade</u> | <u>Position Title</u> | <u>Department</u> |
|-------------------|------------------|---|-------------------|
| 8011 | 9 | Clinic Nurse | Health |
| 8015 | 9 | Public Health Nurse | Health |
| 8017 | 10 | Communicable Disease Program Coordinator | Health |
| 8109 | 12 | Communicable Disease Supervisor | Health |

(2)

NOW, THEREFORE, BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2005 and in accordance with the recommendation received from the Finance Committee, hereby approves and authorizes that the following four exempt position classifications be authorized to receive additional compensation:


| <u>Class Code</u> | <u>Pay Grade</u> | <u>Position Title</u> | <u>Department</u> |
|-------------------|------------------|---|-------------------|
| 8011 | 9 | Clinic Nurse | Health |
| 8015 | 9 | Public Health Nurse | Health |
| 8017 | 10 | Communicable Disease Program Coordinator | Health |
| 8109 | 12 | Communicable Disease Supervisor | Health |

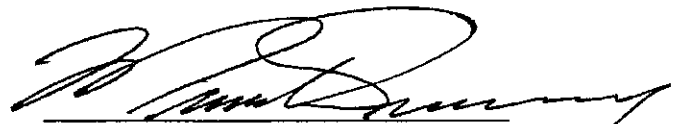
- (2) The McLean County Board hereby directs and authorizes the County Clerk to forward a certified copy of this Resolution to the County Treasurer, the County Administrator and the Director of the Health Department.

ADOPTED by the McLean County Board this 15th day of February, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Harding moved the County Board approve a Request for Approval of a Resolution of the McLean Count Board Approving Additional Compensation for Certain Exempt Position Classifications—Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, stated the following:

**An Ordinance
Of the McLean County Board
Amending the 2005 Combined
Annual Budget and Appropriation Ordinance**

WHEREAS, it has become necessary to reappropriate the unliquidated encumbrances of the prior Fiscal Year 2004 budget, and

WHEREAS, reappropriations in the amount of **\$399,954.02** for the Fiscal Year 2004 would be added; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to reappropriate the unliquidated encumbrances outstanding at the close of the 2004 Fiscal Year, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, that the Fiscal Year 2005 budget is amended by reappropriation of the outstanding purchase orders at the close of the 2004 Fiscal Year as follows:

COUNTY GENERAL FUND/0001

SHERIFF

| | | |
|----------------------|------------------------------|--------------------|
| 04-0000138 | Ray O'Herron Co., Inc. | \$3,744.17 |
| 04-0000139 | Ray O'Herron Co., Inc. | \$5,544.84 |
| 04-0000141 | Folger Adam Security, Inc. | \$ 68.00 |
| 04-0000150 | Robinson Textiles | \$483.75 |
| 04-0000161 | Robinson Textiles | \$ 1,550.00 |
| 04-0000168 | Keefe Supplies | \$ 1,050.00 |
| 04-0000178 | Robinson Textiles | \$ 1,728.00 |
| 04-0000179 | Ray O'Herron, Co., Inc. | \$ 949.90 |
| 04-0000180 | I Buy Digital | \$ 557.00 |
| 04-0000181 | Ray O'Herron Co., Inc. | \$ 3,999.51 |
| 04-0000182 | Supreme Radio Communications | \$10,300.00 |
| 04-0000183 | Ray O'Herron Co., Inc. | \$488.14 |
| TOTAL SHERIFF | | \$30,463.31 |

FACILITIES MANAGEMENT

| | | |
|------------|------------------------------|------------|
| 04-0000094 | Conrad Sheet Metal Co., Inc. | \$2,800.00 |
| 04-0000122 | Conrad Sheet Metal Co., Inc. | \$8,300.00 |
| 04-0000143 | Schaefer's Upholstery | \$1,665.00 |
| 04-0000145 | Hundman Lumber | \$3,519.00 |

Facilities Management Continued

| | | |
|------------------------------------|--------------------------------|--------------------|
| 04-0000146 | Cushing's Commercial Carpet | \$12,000.00 |
| 04-0000147 | Hunzeker Service Agency, Inc. | \$ 6,000.00 |
| 04-0000148 | Cummins Mid-States Power, Inc. | \$900.00 |
| 04-0000149 | Cushing's Commercial Carpet | \$3,600.00 |
| 04-0000165 | Widmer Interiors | \$1,177.01 |
| 04-0000169 | Widmer Interiors | \$837.84 |
| 04-0000167 | Widmer Interiors | \$1,738.98 |
| TOTAL FACILITIES MANAGEMENT | | \$42,537.83 |

INFORMATION SERVICES

| | | |
|-----------------------------------|----------------|--------------------|
| 04-0000163 | Dell Computer | \$4,817.86 |
| 04-0000170 | Transoft, Inc. | \$6,120.00 |
| TOTAL INFORMATION SERVICES | | \$10,937.86 |

TOTAL COUNTY GENERAL FUND **\$83,939.00**

HOMELAND SECURITY GRANT/FUND 0005

| | | |
|--|-----------------------------|--------------------|
| 04-0000160 | Alpha Card Systems | \$9,986.00 |
| 04-0000164 | ASAP Software Express, Inc. | \$73,717.04 |
| TOTAL HOMELAND SECURITY GRAND/FUND 0005 | | \$83,703.04 |

T.B. CARE & TREATMENT/FUND 0111

| | | |
|--|-------------------|-------------------|
| 04-0000175 | Enloe Drugs, Inc. | \$5,000.00 |
| TOTAL T.B. CARE & TREATMENT/FUND 0111 | | \$5,000.00 |

HEALTH DEPARTMENT/FUND 0112

| | | |
|------------|-----------------------------|------------|
| 04-0000127 | Best Buy | \$450.00 |
| 04-0000128 | Twin City Electric, Inc. | \$400.00 |
| 04-0000171 | Cushing's Commercial Carpet | \$4,063.00 |
| 04-0000172 | Heyworth Printing | \$2,300.00 |
| 04-0000173 | Widmer Interiors | \$2,000.00 |
| 04-0000174 | Commerce Bank Card | \$1,000.00 |
| 04-0000176 | Commerce Bank Card | \$1,400.00 |

Health Department Continued

| | | |
|-----------------------------------|--------------------------|-------------|
| 04-0000184 | Novanis Global Solutions | \$2,000.00 |
| TOTAL HEALTH DEPARTMENT/FUND 0112 | | \$13,613.00 |

BRIDGE MATCHING/FUND 0121

| | | |
|---------------------------------|-------------------------------|-------------|
| 04-0000102 | Contech Construction Products | \$14,063.00 |
| 04-0000103 | Contech Construction Products | \$15,047.00 |
| 04-0000110 | Contech Construction Products | \$2,512.00 |
| 04-0000111 | Contech Construction Products | \$2,698.00 |
| TOTAL BRIDGE MATCHING/FUND 0121 | | \$34,320.00 |

MOTOR FUEL/FUND 0123

| | | |
|----------------------------|---------------|--------------|
| 04-0000162 | Cargill, Inc. | \$141,316.27 |
| TOTAL MOTOR FUEL/FUND 0123 | | \$141,316.27 |

CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142

| | | |
|-------------------------------|----------------------------|------------|
| 04-0000116 | Drew and Rogers, Inc. | \$2,086.00 |
| 04-0000126 | Byers Printing | \$1,900.00 |
| 04-0000166 | Retrieval Business Systems | \$3,655.00 |
| TOTAL CIRCUIT CLERK/FUND 0142 | | \$7,641.00 |

COURT SERVICES/ADULT PROBATION/FUND 0146

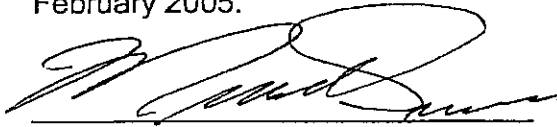
| | | |
|--|------------------|-------------|
| 04-0000156 | Heller Chevrolet | \$29,926.60 |
| TOTAL COURT SERVICES/ADULT PROBATION/FUND 0146 | | \$29,926.60 |

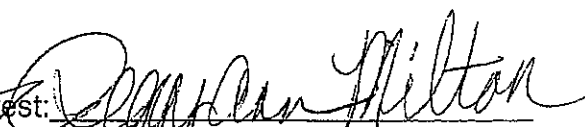
SHERIFF TRUST FUND/0154

| | | |
|-------------------------------|------------------------|----------|
| 04-0000177 | Ray O'Herron Co., Inc. | \$495.11 |
| TOTAL SHERIFF TRUST FUND/0154 | | \$495.11 |

| | | |
|----------------------------|--|--------------|
| GRAND TOTAL COMBINED FUNDS | | \$399,954.02 |
|----------------------------|--|--------------|

Adopted by the McLean County Board of McLean County, Illinois this 15th day of February 2005.


Michael F. Sweeney, Chairman
McLean County, Illinois

Attest: 
Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Sorensen/Bostic moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Annual Budget and Appropriation Ordinance to Reappropriate Unliquidated Encumbrances – County Auditor’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located on pages 135-148.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, stated the following: the Transportation Committee has no Items for Action and our General Report is found on pages 149-156.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:



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

February 10, 2005

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the recommendation received from the Director of Facilities Management to award the bid for the purchase and installation of a new Data Aire DTGU 0332 unit at the Old County Courthouse to Twin City Refrigeration Heating & Air Conditioning, Bloomington, Illinois. Twin City Refrigeration Heating & Air Conditioning submitted the low bid meeting specifications.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

| | | | | |
|--|--|--|--|---|
| District #1 Stan Hoselton Don J. Cavallini | District #3 Michael F. Sweeney Diane R. Bostic | District #5 B.H. "Duffy" Bass Sonny Rodgers | District #7 P.A. "Sue" Berglund Bette Rackauskas | District #9 Terry Baggett Cathy Ahart |
| 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 |

Co. Clerk

Twin City Refrigeration
Heating & Air Conditioning
P.O. Box 4391
Bloomington, IL. 61702-4391

RECEIVED

JAN 25 2005

PROPOSAL

Facilities Mgt. Div.

Submitted To:
McLean County
104 W Front
Bloomington IL. 61701

Work To Be Performed At:
Historical Society

Twin City Refrigeration proposes to furnish all materials and perform the labor necessary to complete the following:

- 1 Remove bad Data Aire Unit
- 2 Provide and install New Dtgu 0332 Data Aire unit
- 3 Reconnect electrical, condensate, water and glycol coolant lines
- 4 Replace glycol lost during installation
- 5 Reconnect supply and outdoor air ducts
- 6 Start and adjust new unit
- 7 provide permit

All of the above work to be completed in a workmanlike manner for the sum of \$12,270.00.

Any deviation from the above specifications must be made in writing and will result in an extra charge over and above the amount stated above.

Submitted By: *Steve Elmer*

Date: 1-24-05

Acceptance

Twin City Refrigeration is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which the undersigned agrees to pay the amount stipulated in said proposal and according to the terms thereof.

DATE: 2-13-05

SIGNATURE: *[Signature]*



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: January 24, 2005

Subj: Data Aire Unit at old Courthouse

The Data Aire unit on the first floor of the old Courthouse which serves the large People's Gallery was originally installed in 1990 to serve as the heating, air-conditioning, dehumidification, and humidification unit for this area. It is 15 years old and is now beyond repair. In accordance with the long-term lease agreement with the McLean County Museum of History, McLean County is required to maintain installed mechanical services and systems in the old Courthouse. The unit needs to be replaced to maintain HVAC levels in this part of the first floor.

We solicited proposals to replace the unit. Three proposals are listed below and each proposal includes the required installation:

| | |
|--------------------------------|-------------|
| Twin City Refrigeration | \$12,270.00 |
| Hermes Service and Sales | \$13,475.00 |
| U.S. Mechanical Services, Inc. | \$13,495.00 |

No funds were budgeted to replace this unit in the Adopted FY 2005 budget for the old Courthouse.

Staff therefore requests and recommends that the unit be purchased and installed by Twin City Refrigeration at a cost of \$12,270.00 and that the Property Committee consider an Emergency Appropriation to fund the purchase.

Thank you for your kind consideration of this matter.

JEM:
enclosures

Members Bostic/Owens moved the County Board approve a Request for Approval of Replacement of Data Aire Unit at Old McLean County Courthouse and Recommend Award of Bid to Twin City Refrigeration—Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

WHEREAS, pursuant to the lease agreements approved between the tenants in the Old Courthouse Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

WHEREAS, Facilities Management staff recently determined that the Data Aire heating, air conditioning and humidity control unit on the first floor of the Old Courthouse is beyond repair and needs to be replaced immediately; and,

WHEREAS, Facilities Management staff solicited proposals to replace the Data Aire unit and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, the lowest cost proposal to purchase and install said unit has a total cost of \$12,270.00; and,

WHEREAS, the additional expense to purchase and install the new Data Aire unit at the Old Courthouse was not anticipated or budgeted in the fiscal year 2005 adopted budget for the Facilities Management Department 0041, Courthouse Maintenance Program 0049; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, February 3, 2005, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$12,270.00 and to amend the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance as follows:

(2)

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|----------------|-------------|----------------|
| County Board Department 0001 0001-0001-0001-0400.0000 | | | |
| Unappropriated Fund Balance: | \$ 0.00 | \$12,270.00 | \$12,270.00 |

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Courthouse Maintenance Program 0049 the following appropriation:


| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|----------------|--------------|----------------|
| Facilities Management Dept. 0041 0001-0041-0049-0801.0001 | | | |
| Capital Improvements: | \$3,000.00 | \$12, 270.00 | \$15,270.00 |

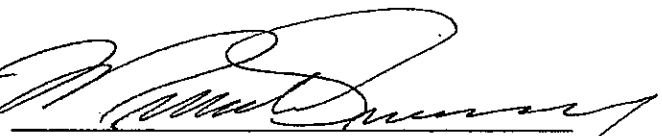
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 15th day of February, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

ejohn/cobd/ea_facmgt_dataairefeb2005.his

Members Bostic/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation Budget Ordinance—General Fund 0001, Facilities Management Department 0041, Old County Courthouse Program 0049—Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is located on pages 162-173.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
Homeland Security Fund 0005 -- Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department is the designated coordinating agency for a grant in the amount of \$673,681.00 from the U.S. Department of Homeland Security to acquire a Mobile Command Vehicle, Decontamination Equipment and related security systems and equipment; and

WHEREAS, the County Board at a regular meeting on Tuesday, September 21, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to meet the requirements of the Homeland Security grant; and,

WHEREAS, there are funds remaining in the amount of \$577,533.00 as of December 31, 2004 which are available for expenditure during Fiscal year 2005; and,

WHEREAS, the Finance Committee on Tuesday, February 2, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to carry forward encumbrances against the remaining funds available to meet the requirements of the Homeland Security grant in the amount of \$83,703.00; and,

WHEREAS, the Justice Committee, on Monday February 7, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to appropriate the remaining funds available to meet the requirements of the Homeland Security grant; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is hereby directed to add the following appropriations in the amount of \$577,533.00 to the Homeland Security Fund 0005 in the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance.

| | |
|-----------------------------|--------------|
| Unappropriated Fund Balance | |
| 0005-0029-0029-0400.0000 | \$ 97,950.00 |

(2)

| | |
|---|---------------|
| Homeland Security Grant 0005-0029-0029-0404.0008 | \$ 479,583.00 |
| TOTAL | \$ 577,533.00 |

2. That the County Auditor is hereby directed to add to the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance the following appropriations in the Homeland Security Fund 0005, Sheriff's Department 0029:


| | |
|--|---------------------|
| Operational Supplies 0005-0029-0029-0621.0001 | \$ 46,004.00 |
| Purchase Machinery/Equipment 0005-0029-0029-0838.0001 | \$139,576.00 |
| Purchase Radio/Equipment 0005-0029-0029-0839.0001 | \$ 32,283.00 |
| Purchase of Vehicles 0005-0029-0029-0840.0001 | \$248,000.00 |
| Purchase of Police Equipment 0005-0029-0029-0841.0001 | <u>\$111,670.00</u> |
| Total | <u>\$577,533.00</u> |


3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 15th day of February, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance Homeland Security Fund 0005—Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
Multi-DV Fund 0160, Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2005 adopted budget for the Sheriff's Department; and,

WHEREAS, the Sheriff's Department has been awarded a grant in the amount of \$136,665.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a deputy sheriff and to fund the costs to contract for 2.5 law enforcement advocates to provide multidisciplinary domestic violence services; and,

WHEREAS, the funding period runs from July 1, 2004 through June 30, 2005; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, February 7, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2005 adopted budget; 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 General Fund 0001, Sheriff's Department 0029 the following revenue:

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED BUDGET</u> |
|---|----------------|----------------|---------------------------|
| Unappropriated Fund Balance 0160-0029-0029-0400.0000 | \$ 0.00 | \$ 25,920 .00 | \$ 25,920.00 |
| Multidisciplinary DV Grant 0160-0029-0029-0407.0078 | \$ 119,507.00 | \$(12, 842.00) | \$106,665.00 |
| TOTAL | \$119,507.00 | \$ 13,078.00 | \$132,585.00 |

(2)

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriations:

| | | | |
|---|---------------|--------------|---------------|
| Full-Time Employee Salaries | | | |
| 0160-0029-0029-0503.0001 | \$ 35,441.00 | \$ 2,702.00 | \$ 38,143.00 |
| Overtime Pay | | | |
| 0160-0029-0029-0526.0001 | \$ 4,500.00 | \$ 409.00 | \$ 4,909.00 |
| Holiday Pay | | | |
| 0160-0029-0029-0526.0002 | \$ 800.00 | \$ 264.00 | \$ 1,064.00 |
| County's IMRF Contribution | | | |
| 0160-0029-0029-0599.0001 | \$ 7,033.00 | \$ 840.00 | \$ 7,873.00 |
| Employee Medical/Life Insurance | | | |
| 0160-0029-0029-0599.0002 | \$ 4,760.00 | \$ 00.00 | \$ 4,760.00 |
| Social Security Contribution (F.I.C.A.) | | | |
| 0160-0029-0029-0599.0003 | \$ 3,118.00 | \$ 00.00 | \$ 3,118.00 |
| Clothing/Employees | | | |
| 0160-0029-0029-0601.0001 | \$ 540.00 | \$ 18.00 | \$ 558.00 |
| Contractual Services | | | |
| 0160-0029-0029-0706.0001 | \$ 61,315.00 | \$ 00.00 | \$ 61,315.00 |
| Schooling & Conferences | | | |
| 0160-0029-0029-0718.0001 | \$ 500.00 | \$ 00.00 | \$ 500.00 |
| Non-Contractual Services | | | |
| 0160-0029-0029-0773.0001 | \$ 00.00 | \$ 6,978.00 | \$ 6,978.00 |
| Travel Expense | | | |
| 0160-0029-0029-0793.0001 | \$ 1,500.00 | \$ 00.00 | \$ 1,500.00 |
| Purchase Police Equipment | | | |
| 0160-0029-0029-0841.0001 | \$ 00.00 | \$ 1,867.00 | \$ 1,867.00 |
| Total: | \$ 119,507.00 | \$ 13,078.00 | \$ 132,585.00 |

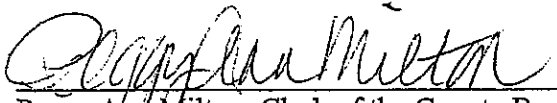
(3)

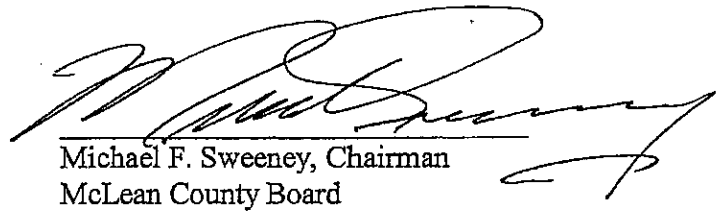
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff.

ADOPTED by the County Board of McLean County this 15th day of February, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

e:john/cobdsheer_multidv.feb05

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance Multi-DV Fund 0160 – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

Memorandum of Understanding

**Memorandum of Understanding
Between
McLean County
And
Motorola**

February 15, 2005

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Motorola and McLean County, Illinois [Participating Member(s)]. Motorola and McLean County will be collectively described as "Parties". This document sets forth the rights and responsibilities of the Parties for participation in an interim conventional emergency radio system solution for McLean County. The Parties agree as follows:

1. Term

This MOU is effective when executed by both parties and remains in effect until December 1, 2005 or when McLean County joins the STARCOM21 network, commences operation of a permanent standalone communications solution, or in the event that STARCOM21 system is not developed, is abandoned, or is terminated by either Motorola or the State of Illinois and no acceptable alternative permanent standalone communications solution can be identified, provides 30 days written notice of cancellation to Motorola.

2. Principles

Motorola represents the interests of all the participating members in the establishment, operation and maintenance of the STARCOM21 system. Motorola will take no action that will unilaterally compromise the autonomy or integrity of any of its members without the consent of the member(s).

3. Nature of Project

It is Motorola's intent to implement a statewide public safety communications network called STARCOM21, which McLean County intends to join. As of the effective date of this MOU, STARCOM21 is not operational in the McLean County area. Therefore, McLean County will purchase Mobiles, Portables, Control Stations and Vehicular repeaters to implement an interim conventional emergency radio system solution for McLean County. A software FLASH upgrade will be purchased by McLean County in order to operate in trunking and/or STARCOM21 when STARCOM21 or an acceptable trunking system becomes operational in McLean County. The sum of the initial purchase price of the conventional mode equipment plus the cost of upgrading will not exceed the cost of purchasing fully compatible STARCOM21 equipment. There will be no additional charges for re-programming.

4. Obligations of McLean County for Interim Emergency Radio System

- A. Purchase radios that will operate in a conventional mode today, but are capable of migrating to STARCOM21;
- B. Provide Special Temporary Authorization (S.T.A.) for use of the three (3) 806 frequencies for the interim deployment (Motorola to assist wherever possible);
- C. Make appropriate console modifications (Motorola to assist wherever possible);

- D. Acquire concurrence for use on the State's 700 MHz channels for VRS operation (Motorola to assist wherever possible);
- E. Provide complete pager programming information;
- F. Pay for 7X24 response for the three (3) interim repeaters at a price of \$690.75 per month;

5. Obligations of Motorola for Interim Emergency Radio System

- A. Install three (3) Conventional stations within the County boundaries to provide an interim emergency radio system solution for communications for the McLean County Sheriff, rural public safety agencies and the Normal Fire Department;
- B. Install repeaters at Watterson Dorm (2) and at Dawson Lake (1);
- C. Maintain a 7X24 maintenance plan for three the (3) interim base stations;
- D. Motorola will cover the cost of programming the Minitor V pagers;
- E. Develop an implementation plan for migration of all equipment installed as part of the temporary interim emergency radio system to STARCOM21, or a Standalone System;
- F. Participate in providing educational information to the media and local groups on the benefits of the new system;
- G. Provide reasonable assistance in order to make the implementation successful;
- H. Adhere to all standards and operational policies;
- I. Immediately report any major problems or concerns;

Memorandum of Understanding

By the signatures below, this Memorandum of Understanding has been executed on the day and year first set forth above.

[Participating members]

McLean County, IL

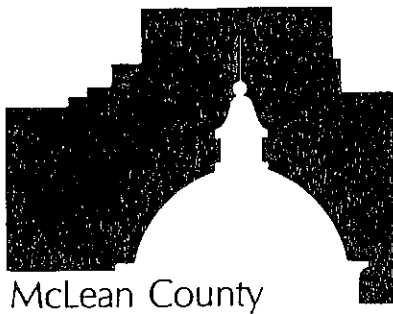
Motorola

Date: _____

Date: _____

Chairman Michael Sweeney
County Board Chairman

Authorized Motorola Signatory
STARCOM21 System Manager – Motorola



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

February 2, 2005

TO: Chairman and Members, Justice Committee
FROM: Sheriff Dave Owens
RE: Request to Approve Memorandum of Understanding Between McLean County and Motorola for Interim Emergency Radio System

I am pleased to bring this matter before you today. It represents an important step toward implementing a state of the art emergency radio system that will serve all of the public safety and first responder agencies throughout McLean County and will enable us to vastly improve our interoperability by linking McLean County public safety agencies to our counterparts across the State of Illinois. We have received tremendous support and cooperation from the Town of Normal and their technical experts, from Emergency Telephone Systems Board (ETSB) Chairman Dennis Powell and his staff and from numerous individuals who represent Motorola in this effort.

Background

As you know, there have been numerous efforts to improve the quality of the radio system over the years, culminating in creation of the County Board Ad Hoc Radio Committee in January of 2003. The Ad Hoc Radio Committee issued its Final Report and Recommendations to the County Board at their May 20, 2003 meeting. The County Board supported the recommendation to participate in the Motorola Starcom21 Statewide Emergency Radio Network, and later authorized an application for a \$6 million dollar federal grant to establish interoperable emergency radio systems. Because there would be

match of \$733,334, which the ETSB has voted to provide. The total funding of \$2,933,334 will pay for over 400 radios, approximately 80 repeaters and base stations, and 750 dual-band pagers. Grant funds will also pay for upgrades to the MetCom consoles and enhancements to the Starcom21 antenna sites that will be part of the McLean County radio system. In addition to replacing the Sheriff's radio system, eight other County departments will participate in the Starcom21 upgrade. However, this is truly a County-wide project with County-wide benefits: There are 30 rural fire and rescue agencies, 12 community police departments, the Town of Normal Police and Fire Departments, and other public safety first responders throughout the County who will also receive radios and pagers as part of this grant.

Current Request

We respectfully request your approval of the enclosed Memorandum of Understanding (MOU) between Motorola and McLean County to implement an interim radio system that will be used by the Sheriff's Department and the rural police departments. This system will utilize Starcom21 equipment in a conventional mode until the McLean County portion of the statewide Starcom21 system is fully activated, which is anticipated to occur later this year. The interim system will include 152 radios and 50 repeaters, at a cost of \$788,966.00, and is expected to be operational by April 1, 2005.

Chief Deputy Derick Love and Deputy Jeff Thompson will be available to answer any questions and provide any additional information you request.

Members Renner/Harding moved the County Board approve a Request for Approval of a Memorandum of Understanding between McLean County and Motorola to Implement an Interim Emergency Radio System – Sheriff's Department. Member Sorensen stated the following: as we do this, and I understand this is just an interim solution, I want to publicly thank the staff of the Sheriff's Department, Terry Lindberg in the Administrator's office, Town of Normal, and everybody else who has been involved in conversations about this. Again, I understand this is an interim solution but we should be very pleased that we are moving this ahead. Chairman Sweeney stated the following: I agree. One of the reasons that I probably didn't say anything at the Executive Committee meeting is that this is a long time coming and I'm waiting to see that we have success in April or May. Member Moss asked the following: is the Town of Normal participating in the Star Com System? Chairman Sweeney stated the following: yes. Sheriff Owens stated the following: I could walk up here, just say yes, and walk away. Chairman Sweeney stated the following: that is true but you can mention all of the other agencies that are involved as well. Sheriff Owens stated the following: the other agencies will not be involved in this initial agreement. This is going to be the rural police departments, Sheriff's Department, and, I think, Normal Fire Department. Normal Police Department is going to wait until the full solution is there. We are talking approximately six to eight months before that happens. Right now this memorandum only impacts the Sheriff's office, the rural police departments, rural McLean County, and the Normal Fire Department. Member Segobiano asked the following: when this is fully implemented, how many other counties and states will have this system? Sheriff Owens stated the following: St. Clair County will be the only other one. Peoria is in talks with Motorola right now. We will be the first piece of the pie as far as being on the Star Com System. Even though it is a conventional system, it is not the full blown system. We are still looking at August and September for that. They are going to test that and then, hopefully, the State will be live on this system later this year. It is just a matter of a software change. It's the same equipment and we can migrate right through it. Member Renner stated the following: just to clarify, this produced a lot of discussion, not so much about this electronic technological piece, but obviously the general MetCom situation. As you can see from our minutes, we spent well over an hour talking about this in the Justice Committee meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:



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

February 10, 2005

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Court Services and the Director of the Juvenile Detention Center to enter into an agreement with Macon County, Illinois, to temporarily house a specific juvenile offender population for purposes of "residential evaluation placement" pursuant to the Macon County Redeploy Illinois initiative.

Your JUSTICE COMMITTEE further respectfully recommends approval of the recommendation received from the Director of Court Services and the Director of the Juvenile Detention Center to set the per diem rate for "residential evaluation placement" for Macon County at \$90.00.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

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

MACON COUNTY PROBATION AND COURT SERVICES

DON W. MEYER
COURT ADMINISTRATOR



LORI TIPLER LONG
DEPUTY DIRECTOR

"Effective Intervention...Community Protection"

January 19, 2005

Roxanne K. Castleman, Director
McLean County Court Services
104 West Front Street
Bloomington, Illinois

Re: Macon County Redeploy Illinois -
Letter of Agreement

Dear Ms. Castleman:

Pursuant to previous telephone conversations with Mr. Dave Goldberg, Superintendent, McLean County Juvenile Detention Center, this letter serves to reduce to writing the proposal for McLean County to house a specific juvenile offender population identified by Macon County Circuit Court for purposes of "residential evaluation placement" reference the Macon County Redeploy Illinois initiative. The agreed upon per diem rate for said placement is \$90.00. This letter of agreement does not constitute a formal contract between Macon County and McLean County with regards to guaranteed detention bed space or the utilization of a specific number of detention days during any period of time.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Lori Tipler Long". The signature is written in a cursive style.

Lori Tipler Long

MACON COUNTY BUILDING • 141 SOUTH MAIN STREET • DECATUR, ILLINOIS 62523

PHONE: (217) 424-1444 FAX: (217) 425-4513



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: January 21, 2005

RE: Juvenile Detention Bed Space Agreement with Macon County

I have attached a letter of agreement from Macon County for a reduced per diem at the McLean County Juvenile Detention Center. This agreement states that Macon County will use McLean County's detention center for all youth in need of a "residential evaluation placement" through the Redeploy Illinois initiative. The agreement reduces the per diem from \$110 to \$90. Due to Redeploy Illinois being a new program in Macon County they do not have an estimate of how many youth will be detained in McLean County. This agreement does guarantee any detention beds, or does it specify the number of detention days during any period.

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

Members Renner/Ahart moved the County Board approve a Request for Approval of Juvenile Detention Bed Space Agreement with Macon County – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON AND THE COUNTY OF
McLEAN TO PROVIDE NETWORK ACCESS
TO JAIL PHONE CALLS**

WHEREAS, the City of Bloomington (hereinafter the "City") is a municipal corporation and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with the City; and

WHEREAS, the County's jail maintains a telephone system which its inmates are required use to make telephone calls while they are incarcerated; and

WHEREAS, all calls made through this telephone system are recorded and users on each end of a call are aware that their conversation is being recorded, and

WHEREAS, the City and the County deem it to be in the best interests of their citizens to enter into an Intergovernmental Agreement to make these jail recordings available to the City's police department electronically; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Provide the City with network access to phone calls made by McLean County jail inmates that have been recorded with their knowledge.
2. Provide to the City, on a best efforts basis, access to the jail phone recording system at a 95% level, 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Therefore, availability and restoration of access to the phone recording system will be provided as soon as possible.

3. County shall, to the extent permitted under State and Federal law, indemnify and hold the City harmless from all causes of action and the costs of defending any such actions arising out of the performance of County's contractual duties under this Intergovernmental Agreement.

The City shall:

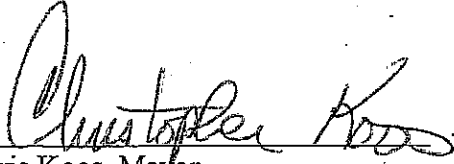
1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the jail phone recording system from their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If the City or its employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. City shall, to the extent permitted under State and Federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of the City's contractual duties under this Intergovernmental Agreement.

The City and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 6 months written notice to the other party.
2. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
3. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

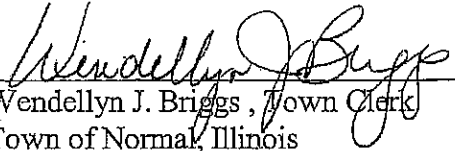
The City and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:



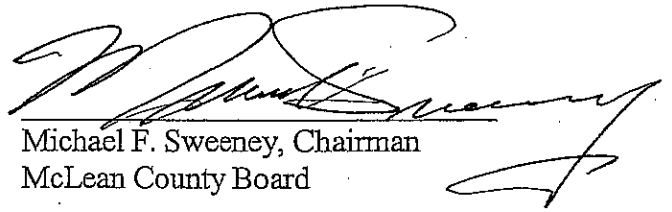
Chris Koos, Mayor
Town of Normal

ATTEST:



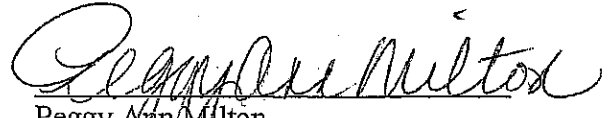
Wendellyn J. Briggs, Town Clerk
Town of Normal, Illinois

For McLean County:

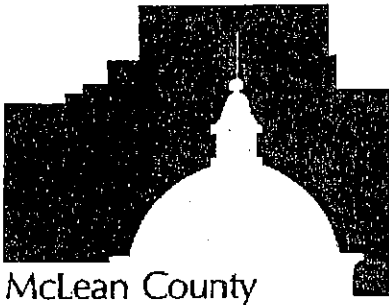


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request Approval
Of Intergovernmental Agreements
With the City of Bloomington and Town of Normal
To Provide Network Access to Recorded Phone Calls**

January 19, 2005

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

Information Services respectfully requests approval of the two attached intergovernmental agreements. One agreement is with the Town of Normal, the other with the City of Bloomington.

Currently phone calls which are made from within the McLean County jail are recorded by the system through which those calls are made. The callers on each end of the conversation are made aware that their conversation may be recorded. Presently these calls are recorded and placed onto a CD-ROM which is then relayed to the requesting agency.

The agreement would allow these files to be transferred directly from McLean County to the Town of Normal or City of Bloomington via our network rather than requiring a physical transfer of the data via CD-ROM or other media.

There is no additional cost incurred by the County in the implementation of these agreements.

Information Services respectfully requests the approval of the two attached agreements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson".

Craig Nelson
Director, McLean County Information Services

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NORMAL AND THE COUNTY OF McLEAN TO PROVIDE NETWORK ACCESS TO JAIL PHONE CALLS

WHEREAS, the Town of Normal (hereinafter the "Town") is a municipal corporation and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with the County of McLean (hereinafter the "County"); and

WHEREAS, the County is a body politic and corporate and, pursuant to Article VII, Section 10 of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with the Town; and

WHEREAS, the County's jail maintains a telephone system which its inmates are required use to make telephone calls while they are incarcerated; and

WHEREAS, all calls made through this telephone system are recorded and users on each end of a call are aware that their conversation is being recorded, and

WHEREAS, the Town and the County deem it to be in the best interests of their citizens to enter into an Intergovernmental Agreement to make these jail recordings available to the Town's police department electronically; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Provide the Town with network access to phone calls made by McLean County jail inmates that have been recorded with their knowledge.
2. Provide to the Town, on a best efforts basis, access to the jail phone recording system at a 95% level, 7 days per week, 24 hours per day. However, when the County deems that it is necessary to upgrade the operating system, software version or associated networking equipment, the system may be temporarily unavailable. Notwithstanding, catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Therefore, availability and restoration of access to the phone recording system will be provided as soon as possible.
3. County shall, to the extent permitted under State and Federal law, indemnify and hold the Town harmless from all causes of action and the costs of defending any such actions arising

out of the performance of County's contractual duties under this Intergovernmental Agreement.

The Town shall:

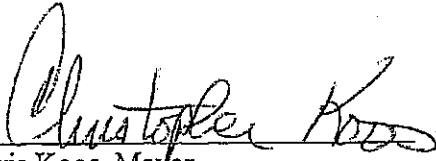
1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the jail phone recording system from their location.
2. Agree to not unlawfully disclose, copy, or change or provide any of the information retrieved to any other person, entity, municipality, or corporation, and to refrain from damaging or losing data contained within the system. If the Town or its employees do damage or lose data contained within the system, damages recoverable by the County will be limited to actual damages incurred.
3. Town shall, to the extent permitted under State and Federal law, indemnify and hold the County harmless from all causes of action and the costs of defending any such actions arising out of the performance of the Town's contractual duties under this Intergovernmental Agreement.

The Town and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either party may unilaterally terminate this Agreement with 6 months written notice to the other party.
2. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
3. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

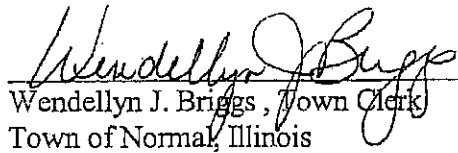
The Town and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:



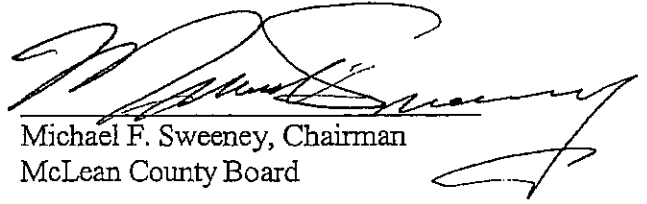
Chris Koos, Mayor
Town of Normal

ATTEST:



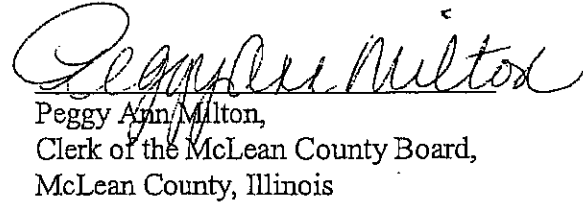
Wendellyn J. Briggs, Town Clerk
Town of Normal, Illinois

For McLean County:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Renner/Cavallini moved the County Board approve a Request for Approval of Intergovernmental Agreements with City of Bloomington and Town of Normal to Provide Network Access to Phone Calls Made from the Jail – Information Services. Member Moss stated the following: it was my intention to recuse myself from voting on F1e and since they are grouped together I guess I will recuse myself from voting on both. Clerk Milton shows all Members present except Member Moss voting in favor of the Motion. Motion carried.

CONTRACT
IV-D Child Support Hearing Officer

This Contract, entered into this 11th day of January, 2005, between the County of McLean (IL), a Body Politic and Corporate, hereinafter known as the "County" and Christine Eggan, Attorney at Law, hereinafter known as the "Hearing Officer.

WHEREAS, the County has authority under 55 ILCS 5/5-1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, the County has entered into an "Intergovernmental Agreement between the Illinois Department of Public Aid and the County of McLean, Office of the Circuit Court" (hereinafter Public Aid Agreement) wherein the County agreed, inter alia, to enter into a contract with a hearing officer to facilitate the Expedited Child Support System in McLean County; and

WHEREAS, there is a necessity to provide a part-time hearing officer who is a licensed attorney in good standing in the State of Illinois with at least four years experience and has substantial experience in domestic relations matters;

NOW, THEREFORE:

1. The McLean County Board and the Chief Judge of the Eleventh Judicial Circuit Court hereby appoint Christine Eggan a hearing officer for the McLean County Expedited Child Support System.
2. The purpose of this professional services contract is to provide hearing officer services in accordance with Appendix A and the Budget Narrative of the Public Aid agreement on file with the County. The County shall pay to the Hearing Officer, and the Hearing Officer agrees to accept as full payment for professional services furnished under this agreement, in the amount of \$250.00 per one-half day of work performed in accordance with the terms of the Public Aid Agreement. The Hearing Officer shall submit a Statement for Fees monthly to the County Auditor.

The Hearing Officer agrees to:

1. Perform the duties of Hearing Officer as set forth in the Public Aid Agreement.
2. Maintain, for the duration of this contract, a license to practice law in the State of Illinois.

3. Be an independent contractor and secure and maintain malpractice insurance in the amount of \$500,000 in accordance with Illinois law and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. Indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Hearing Officer's activities pursuant to this contract.

Both parties further agree:

1. This contract shall commence on January 11, 2005.
2. The Hearing Officer is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Hearing Officer's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. This contract is wholly contingent on the County's receipt of reimbursement dollars from the Illinois Department of Public Aid pursuant to the Public Aid Agreement.
4. Nothing in this agreement shall prevent the Hearing Officer from engaging in the practice of law apart from the services provided under this contract.
5. The Hearing Officer shall pay all current and applicable State and Federal taxes, licenses and assessments.
6. The parties agree to comply with the terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. 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 are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. Either party may not assign this contract without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

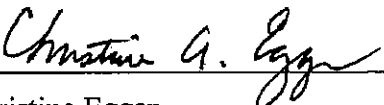
- a. At the request of the County and/or the Chief Judge of the Eleventh Judicial Circuit upon giving thirty (30) days written notice to the Hearing Officer.
- b. At the request of the Hearing Officer upon giving thirty (30) days written notice to the County Administrator and to the Chief Judge of the Eleventh Judicial Circuit.


12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

13. This agreement shall be binding upon the parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

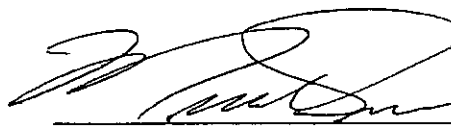
IN WITNESS THEREOF, the parties have affixed their respective signature on this 31st day of January, 2005.

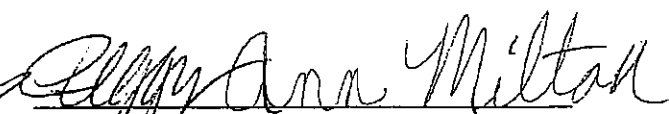
APPROVED:


Christine Eggen
Attorney at Law


Elizabeth A. Robb
Chief Judge, Eleventh Judicial Circuit

ATTEST:


Michael F. Sweeney, Chairman
McLean County Board


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

Members Renner/Harding moved the County Board approve a Request for Approval of a Contract between McLean County and Christine Eggen, Attorney at Law, to Serve as the IV-D Child Support Hearing Officer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT is entered into between the Bloomington-Normal Airport Authority, hereafter known as BNAA and the McLean County Sheriff's Department, Dave Owens address and telephone number: 104 W. Front St., Bloomington, IL, 888-5034, hereafter known as Sheriff.

IN CONSIDERATION of mutual promises contained herein, the parties agree as follows:

- 1) Sheriff shall provide BNAA with the services of a Sheriff's Deputy to patrol BNAA's property on the dates and time listed at the bottom of this AGREEMENT with the understanding that there is a two hour minimum charged. **Additional days and hours are subject to mutual agreement.**
- 2) BNAA agrees to pay Sheriff within thirty (30) days of the billing at a rate of \$34.00 per hour.
- 3) BNAA and Sheriff acknowledge that on occasion, a particular date or time where special police services have been contracted, a Sheriff's Deputy may be unable to provide service due to personnel shortage, emergency situations or exigent circumstances. Sheriff agrees to notify BNAA in advance, whenever possible, within a reasonable period of time should such a situation arise and will not bill BNAA for any hours of service that were not provided. BNAA agrees to hold Sheriff harmless from any and all liability, which may arise, should such an occasion occur.
- 4) BNAA acknowledges that any Sheriff's Deputy assigned to BNAA property will be considered on duty and subject to direction and control of the Sheriff. *Furthermore, Sheriff agrees to hold BNAA harmless from and all liability, which may arise due to the acts or omissions of the Sheriff.*

Effective date of Agreement _____ Termination Date of Agreement _____

Signed this ____ day of _____, 2005 _____
Sheriff

Signed this ____ day of _____, 2005 _____
Bloomington Normal Airport Authority

Signed this ____ day of _____, 2005 _____
Michael Sweeney, Chairman of the Board

Attest this ____ day of _____, 2005 _____
Peggy Ann Milton, County Clerk

Gate area security at Central Illinois Regional Airport on the following days:

Monday, Wednesday and Friday at the following times:

04:30 - 06:30 11:00 - 13:00 16:00 - 1800

Members Renner/Owens moved the County Board approve a Request for Approval of an Agreement for Police Services – Sheriff’s Department. Sheriff Owens stated the following: basically, it’s my understanding that the amount of money that the Airport Authority is compensated for by the Federal Government to provide security was reduced significantly. They talked to the City of Bloomington about that contract but could not come to terms on the fee. I think the fee that they had charged was \$71.00 per hour for providing security at the airport. They came to me after this talk to see if we would be interested in providing security at the airport and what our fee would be. Currently we charge \$34.00 per hour to provide what we call “extra work details” for small towns or school districts and that’s the fee we would probably charge. He asked me if we would be interested in entering into a contract and I said I would talk to my staff to see if it is feasible. The Airport Authority also talked to the Town of Normal and apparently they declined, but we’ve continued to talk to the Airport Authority. We came to terms and they are in the nature of the contract that is before you today. It is very limited and we are just taking it a step at a time. An added benefit to this, I feel both for my agency and the Airport Authority, is that we are going to establish a substation of work. They are going to provide us with office space so it will save deputies time. If they are on the east side of the County they can stop by the airport rather than come all the way downtown to file reports and if they need to interview somebody in a private place, they will have a public building to go to on the east side of the County. That is a plus for us and a plus for the airport because they are getting more exposure of uniformed police officers in and out of the facility at no cost to them. It is actually a plus to both of us. Member Moss asked the following: if you do establish a substation there, would that be at no cost to the County? Sheriff Owens stated the following: it is my understanding that the only cost we would have is putting a phone and a computer system in the building and maybe finding some furniture, but there is no rent involved. It is a 12’ x 16’ room in an unfinished area of the building. They will put in the walls, ceiling, lighting, etc. It is nothing fancy but still functional for what we need to do. Member Moss asked the following: may I refer back to your comment about the federal reimbursement being reduced? Do you know specific numbers on that? Sheriff Owens stated the following: it was reduced to around \$31.00 per hour as the maximum that they would reimburse. Member Moss asked the following: do they figure it on a per day basis or use another method to give you or anyone else a figure that you can work toward in providing the number of hours and personnel? Member Owens stated the following: the agreement that is before you is for three days a week, six hours a day to start with but also in the contract it says if we mutually agree to increase the days per week and hours we can do that at any time. I want to take it slowly because of other obligations for providing overtime. For example, we are helping to enforce over weights at this time of year. There are also other entities that we provide extra services for with overtime deputies and we want to continue working with them. We want to make sure this doesn’t interfere with our ability to do that. We are taking it slowly and easily and seeing where it goes. The important thing is that I did not approach them. They approached me. I went to staff and the FOP and asked the membership how they felt about this and they gave me overwhelming

support to do it. That's why the contract is before you today. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is found on pages 199-212. I call your attention to the summary of discussion we had on MetCom issue in Justice.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have just one item of information for all Board Members this morning. In November, Steve Wannemacher, a Member of the Board of Commissioners of Airport Authority, spoke to the Executive Committee and one of the promises he made to the Executive Committee at that time was that the Airport Authority would attempt to improve the communication between their Board and the County Board and that is happening. We are receiving, as of January, complete board packets, the same information that is being sent to the five Airport Authority Members. We have set up in the County Administrator's office a three-ring binder, sorted by month, which has all the information in it. We usually receive the information from the Airport Authority two to three days prior to their scheduled meeting. We invite Board Members who are interested in any of the information and would like to review it to feel free to come in and look at the agendas and the supporting material. Certainly if there is anything you would like to have copies of, the office staff would be happy to make a copy. I just want to make you aware that that information is available to you and I would certainly encourage you, if you are interested, to take the opportunity to go through it. Member Renner asked the following: could you reiterate the question that I had about the Airport Authority position coming up for reappointment in April? Chairman Sweeney stated the following: it will be announced in March at the Executive Committee meeting that we have that position open. We then will ask people that are interested to apply for that position and we will give them 30 days, until the Friday before the Tuesday Executive Committee meeting in April, to get those requests in. They will need to submit them to the Administrator's office and we will look at them and make the decision at that time.

OTHER BUSINESS AND COMMUNICATION:

Member Sorensen stated the following: I have just a really quick announcement that the Rules Committee meeting scheduled for today immediately following this meeting is cancelled due to lack of quorum. We will be working to reschedule that for next week so we can report to the Executive Committee in the March cycle.

Chairman Sweeney stated the following: we were fortunate to have someone take a very nice picture at the old courthouse building. I talked with Mr. Zeunik who spoke with Jack Moody and I received 20 of them for the Board Members and we will pass them out to each one of you.

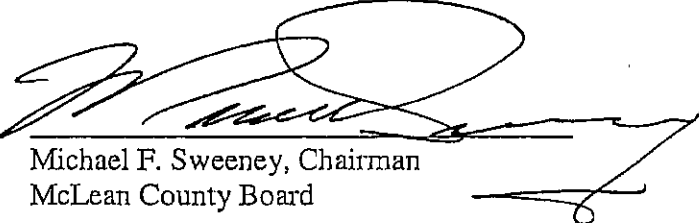
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 15, 2005

2004 Budget Expenditures

| COMMITTEE | PENDING EXPENDITURES | PRE-PAID EXPENDITURES | TOTAL EXPENDITURES |
|------------------|----------------------|-----------------------|-----------------------|
| Executive | | \$26,777.79 | \$26,777.79 |
| Finance | | \$334,780.22 | \$334,780.22 |
| Human Services | | \$100,437.31 | \$100,437.31 |
| Justice | | \$265,453.63 | \$265,453.63 |
| Land Use | | \$64.71 | \$64.71 |
| Property | | \$170,560.15 | \$170,560.15 |
| Transportation | | \$274,654.76 | \$274,654.76 |
| Health Board | | \$34,853.66 | \$34,853.66 |
| Disability Board | | -0- | -0- |
| T. B. Board | | \$6,888.48 | \$6,888.48 |
| Total | | \$1,214,470.71 | \$1,214,470.71 |



Michael F. Sweeney, Chairman
McLean County Board

Members Ahart/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.

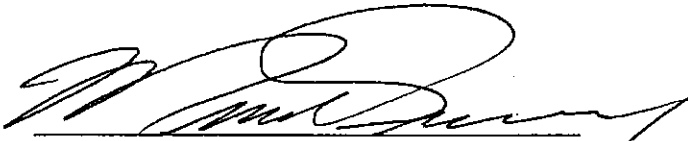
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 15, 2005

2005 Budget Expenditures


| COMMITTEE | PENDING EXPENDITURES | PRE-PAID EXPENDITURES | TOTAL EXPENDITURES |
|------------------|----------------------|-----------------------|--------------------|
| Executive | | \$259,382.55 | \$259,382.55 |
| Finance | | \$408,878.86 | \$408,878.86 |
| Human Services | | \$280,745.65 | \$280,745.65 |
| Justice | | \$1,535,742.24 | \$1,535,742.24 |
| Land Use | | \$35,710.46 | \$35,710.46 |
| Property | | \$399,036.60 | \$399,036.60 |
| Transportation | | \$239,936.95 | \$239,936.95 |
| Health Board | | \$341,420.53 | \$341,420.53 |
| Disability Board | | \$46,884.72 | \$46,884.72 |
| T. B. Board | | \$14,493.28 | \$14,493.28 |
| Total | | \$3,562,231.84 | \$3,562,231.84 |

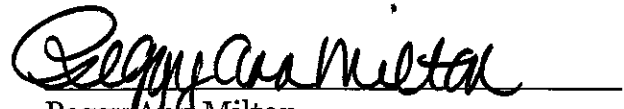

Michael F. Sweeney, Chairman
McLean County Board

Members Cavallini/Ahart 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 Owens/Bostic moved for adjournment until Tuesday, March 15, 2005 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: 9:30 a.m.

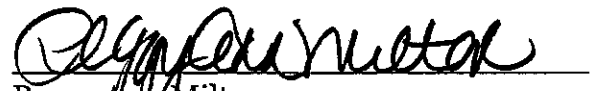

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann 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 15th day of February, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of March, 2005.


Peggy Ann Milton
McLean County Clerk