

# **REVISED** EXECUTIVE COMMITTEE AGENDA Room 700, Law and Justice Center

# Tuesday, June 8, 2004

4:30 p.m.

- 1. Call to Order
- 2. Chairman's Approval of Minutes May 11, 2004
- 3. Appearance by Members of the Public
- 4. Departmental Matters
- 5. Report of Standing Committees:
  - A. Executive Committee Chairman Sweeney
    - 1) <u>Items to be Presented for Committee Action</u>:
      - a) <u>REAPPOINTMENTS</u>: Chenoa Fire Protection District Joe Vercler 29897 N. 2950 E. Road Chenoa, IL 61726 Re-appointed to a three year term scheduled to expire on June 30, 2007.

T.B. Care and Treatment Board Jay Willey, M.D. 2406 East Washington Street Bloomington, IL 61701 Re-appointed to a three year term scheduled to expire on June 30, 2007 McLean County Board of Health Jay Willey, M.D. 2406 East Washington Street Bloomington, IL 61701 Re-appointed to a two-year term scheduled to expire on June 30, 2006

Zoning Board of Appeals David Kinsella Box 153 Merna, IL 61758 Re-appointed to a five year term scheduled to expire on June 27, 2009

#### APPOINTMENTS:

Mt. Hope-Funks Grove Fire Protection District Bradley D. Wade 6355 E 535 N Road McLean, IL 61754 Appointed to a three year term scheduled to expire on June 30, 2007

Saybrook-Arrowsmith Fire Protection District Bruce E. Butler 33398 E 1000 N Road Arrowsmith, IL 61722 Appointed to a three year term scheduled to expire on June 30, 2004

McLean County Board of Health Rebecca Sue Powell 21 Bent Tree lane Towanda, IL 61776 Appointed to a three year term scheduled to expire on June 30, 2007

Emergency Telephone Systems Board Kent Crutcher Normal Police Department 100 East Phoenix Street Normal, IL 61761 Appointed to fill vacancy in un-expired term through January, 2006, effective July 1, 2004

		RESIGNATIONS:Saybrook-Arrowsmith Fire Protection District Marla D. Jones 37836 E 1000 N Road Saybrook, IL 61770Mt. Hope-Funks Grove Fire Protection District Ron Fitchhorn RR 1, Box 38 McLean, IL 61754McLean County Board of Health Barb Nathan 407 East Vernon Normal, IL 61761Emergency Telephone Systems Board Walt Clark Normal Police Department 100 East Phoenix Street	
		Normal, IL 61761 Announced retirement as Normal Police Chief effective July 1, 2004	
	2)	Items to be Presented for Information:a)Information Services General Reportb)General Reportc)Other	1
B.	Land ( 1)	<ul> <li>Use and Development Committee – Chairman Gordon         <u>Items to be Presented for Committee Action:</u>         a) Request by the McLean County Solid         Waste Management Technical Committee             to approve an agreement for Solid Waste             Management Program Services         b) Request by the McLean County Solid             Waste Management Technical Committee             to approve grant awards from the McLean             County Solid Waste Management Fund     </li> </ul>	4-7 8-13
	2)	Items to be Presented for Information:a)Request by Brad Glenn and Craig Alexander for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Commercial Subdivision, File No. S-04-09	

Prop	erty Co	ommittee – Chairman Bostic	
1)			
-	a)	Request Approval of Proposed	
		Amendment to an Intergovernmental	
		Agreement between the PBC and	
		McLean County –	
		County Administration	14-17
2)	<u>Item</u>	s to be Presented for Information:	
	a)	Request Approval of a Stericycle	
		Contract for the McLean County	
		Nursing Home –	
		Facilities Management	
	b)	Request Approval of a Tractor/Loader	
		Lease Agreement –	
		Parks and Recreation	
	c)	Request Approval of an Agreement for	
		Engineering Services between	
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	e)	Other	
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			26-28
2)	Item		
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		Sec 00-05126-00-BR	
		Engineering Comise Agreement	
	C)	Engineering Service Agreement –	
	c)	Rice, Berry & Associates	
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	C)	Rice, Berry & Associates	
	c)	Rice, Berry & Associates Sec 04-00044-09-BR – LeRoy	
	1) 2) Tran <i>(Plea</i>	<ol> <li>Item a)</li> <li>Item a)</li> <li>Item a)</li> <li>b)</li> <li>c)</li> <li>d) e)</li> <li>Transporta (Please Not meet on Tu 1)</li> <li>Item a)</li> <li>Item a)</li> <li>b)</li> </ol>	<ul> <li>a) Request Approval of Proposed Amendment to an Intergovernmental Agreement between the PBC and McLean County – County Administration</li> <li>2) Items to be Presented for Information: <ul> <li>a) Request Approval of a Stericycle Contract for the McLean County Nursing Home – Facilities Management</li> <li>b) Request Approval of a Tractor/Loader Lease Agreement – Parks and Recreation</li> <li>c) Request Approval of an Agreement for Engineering Services between Farnsworth Group and McLean County – COMLARA Campground Renovation – Parks and Recreation</li> <li>d) General Report</li> <li>e) Other</li> </ul> </li> <li>Transportation Committee – Chairman Bass (<i>Please Note: Transportation Committee is scheduled to meet on Tuesday, June 8, 2004 at 8:00 a.m.</i>)</li> <li>1) Items to be Presented for Committee Action: <ul> <li>a) Joint Resolution of Support for Further Study of Long-Range Transportation Needs on the East and South Sides of the Bloomington-Normal Urban Area</li> </ul> </li> <li>2) Items to be Presented for Information: <ul> <li>a) Letting Results from June 03, 2004 for County and Township Projects</li> <li>b) Bloomington Road District – Senator Harber Hall Bridge Repair Petition – Sec 00-05126-00-BR</li> </ul> </li> </ul>

		d)	Proposed Supplemental Agreement Between the Bloomington-Normal Airport Authority and McLean County	
E.	Finar 1)		mmittee – Chairman Sorensen <u>s to be Presented for Action</u> : Request Approval of an Ordinance of the McLean County Board Amending the Fiscal Year 2004 Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department	29-30
	2)	<u>ltems</u> a)	s to be Presented for Information: Semi-Annual Financial Reports for the Circuit Clerk, County Clerk, Coroner and the Sheriff for Period July 1, 2003 – December 31, 2003 on File in the County Clerk's Office – County Clerk	31
		b)	Request Approval for Permission to Seek Bids for a Storage Area Network – Recorder's Office	51
		C)	Request Approval of a Resolution Amending the Funded Full-time Equivalent Positions Resolution for Fiscal Year 2004 – Children's Advocacy Center Grant Funded Attorney - State's Attorney's Office	
		d)	Request Approval of a Resolution Amending the Funded Full-time Equivalent Positions Resolution for Fiscal Year 2004 – Illinois Criminal Justice Information Authority Multi- Disciplinary Domestic Violence Grant – State's Attorney's Office	
		e)	Request Approval of a Resolution Amending the Funded Full-time Equivalent Positions Resolution In the Sheriff's Department for Fiscal Year 2004 – Illinois Criminal Justice Information Authority Multi-Disciplinary Domestic Violence Grant – Sheriff's Department	
		f) q)	General Report Other	

g) Other

- F. Justice Committee Chairman Renner
  - 1) <u>Items to be Presented for Committee Action</u>:
    - a) Request Approval of an Emergency Appropriation Ordinance Amending McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022, Adult Probation Fee Services Fund 0146, Court Services Department 0022 – Court Services
       b) Request Approval of an Emergency

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- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Sheriff's Department 0029 – Illinois Criminal Justice Information Authority Multi-Disciplinary Domestic Violence Grant – Sheriff's Department
- c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorney's Office 0020 – Illinois Criminal Justice authority Multi-Disciplinary Domestic Violence Grant – State's Attorney's Office
- d) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorney's Office 0020 – Department of Children and Family Services Child Abuse Attorney – State's Attorney's Office
- Items to be Presented for Information:
  - a) General Report
  - b) Other

2)

- G. Report of the County Administrator
  - 1) <u>Items to be Presented for Committee Action</u>:
    - a) EXECUTIVE SESSION: Annual Performance Evaluation of the County Administrator
  - 2) <u>Items to be Presented for Information</u>:
    - a) General Report
    - b) Other
- 6. Other Business and Communications
- 7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
- 8. Adjournment

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INFORMATION SERVICES (309) 888-5100 FAX (309) 888-5209 104 W. Front, Room 702 P.O. Box 2400 Bloomington, Illinois 61702-2400

# Information Services Status Report June 8, 2004

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

Following is a brief summary of issues addressed by Information Services since my last report in May.

## **General Administration:**

Beginning Printer/Copier needs evaluation for bidding. Prepared SAN bid for the Recorder's office. Participated in Digital Conference Advisory Planning Committee. Began Budget Preparation

## Hardware/Network

Began implementation of Windows 2003 project. Finished transfer of Metcom to Windows 2003 Exchange Server. Implementing new high speed line to Highway. Installing new Norton product with content and spam filtering. Implementing patch mgmt at Metcom and Sheriff's dept.

## **Programming/Database/Web**

Provided on-site support to Tazewell County. Began installation of new Property Tax System. Installed e-pay for tax payment support.

Respectfully submitted,

# Craig Nelson

Craig Nelson Director of McLean County Information Services

# AGREEMENT FOR MCLEAN COUNTY SOLID WASTE MANAGEMENT PROGRAM SERVICES

This agreement is entered into this 1<sup>st</sup> day of July, 2004, between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as "City", "Town" and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement

The purpose of this is agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program" to include solid waste and waste reduction education programming for the City, Town and County and assist the City, Town and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois Counties to administer a solid waste management plan to reduce waste and recycle 25% of the waste generated.

B. Period of Agreement

The period of this agreement is three (3) years, and six (6) months commencing on July 1, 2004 and ending December 31, 2007. This agreement shall be automatically renewed annually on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### C. Services

1. City, Town and County

The City, Town and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee; and
- b. provide funding for the program in accordance with item "D" of this agreement.
- 2. Center

The Center shall:

a. provide the solid waste/waste reduction services to the City; Town and County as outlined in the Appendix; and

b. complete the following reporting requirements: 1) quarterly progress reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency, 3) five-year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

### D. Project Costs:

Payments of \$6,495.00 shall be made by the County by the first (1<sup>st</sup>) week of every month of the agreement, pending receipt of an invoice from the Center by the fifteenth (15<sup>th</sup>) day of the preceding month. An annual cost of living increase will be added to the monthly fee after January 2005, January 2006 and January 2007 equal to that year's consumer price index, or a maximum of three (3) percent of the monthly contract cost. The total cost of the contract will not exceed \$287,118.00, which is the cost of the first six months of the contract plus a maximum of a three (3) percent increase per year after January 2005, January 2006 and January 2006 and January 2007.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town and County General Revenue Funds.

E. Center shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, Town and/or County, and/or its agents and employees, or paid for on behalf of the aforementioned government(s) and/or its agents and employees, by insurance provided by the aforementioned government bodies.

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F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.

City of Bloomington	Date	—
Town of Normal	Date	
County of McLean	Date	
EAC Board Chair	Date	_

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# APPENDIX

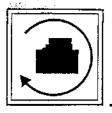
The Center shall:

- a. provide the following solid waste/waste reduction services to the City;
- produce and illustrate instructions to residents on how to recycle;
- produce corrective slips for people who recycle improperly;
- conduct EarthSchools hands-on recycling classes in Bloomington elementary schools and as assigned;
- design and produce door hangers, bookmarks and other materials to encourage new recyclers;
- write and distribute publicity as necessary;
- offer after school recycling programs offered for Boys and Girls Clubs and other venues;
- assist in implementing summer recycling program presented at Bloomington Parks and Recreation Camp and other pertinent programs;
- conduct recycling program for 11-15 year olds;
- assist in 3-R's program for Bloomington Public Library;
- maintain the Business Materials Exchange;
- oversee and provide a clean water program emphasizing proper disposal of hazardous waste to elementary school children in Bloomington-Normal.
- b. provide the following solid waste/waste reduction services to the Town;
- conduct EarthSchools hands-on recycling classes in Normal elementary schools;
- have the EAC office open to the public for a minimum of 28 hours per week (approximately 1,350 hours per year) for telephone, walk-information, and an ecology information library with materials for teachers, businesses, and students of all ages about nature and solid waste reduction;
- design and produce door hangers, bookmarks and other materials to encourage new recyclers;
- offer after school recycling programs through Normal Parks and Recreation Department and other appropriate venues and agencies;
- assist in conducting summer recycling program presented at Normal Parks and Recreation Department camp and/or other programs;
- help conduct recycling program for 11-15 year olds;
- assist in 3-R's program for Normal Public Library;
- write and distribute publicity as necessary;
- maintain the Business Materials Exchange;
- oversee and provide a clean water program emphasizing proper disposal of hazardous waste to elementary school children in Bloomington-Normal;
- coordinate volunteers to assist with electronic recycling;

- administer battery recycling program.
- c. provide the following solid waste/waste reduction services to the County;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the public and the IEPA;
- coordinate the American Recycles Day in McLean County event and accompanying activities;
- attend festivals to distribute recycling information and provide recycling activities;
- provide a speaker to community groups as requested;
- offer one-hour recycling programs to community groups upon request;
- provide two newsletters per year to McLean County residents;
- provide two newsletters per year to McLean County schools;
- facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- create and present educational displays;
- develop public information guides;
- write and distribute press releases as appropriate;
- oversee the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and judges to evaluate applications, award certificates and recognize winners at meetings and through the media;
- attend solid waste conferences and educator's training workshops when appropriate;
- assist in 3-R's program for libraries throughout the county summer reading programs;
- assist in adult ecology/recycling classes taught through extension program;
- assist in implementing EarthSchools offered to county elementary schools;
- maintain the Business Materials Exchange;
- coordinate and administer County solid waste grant program involving schools, rural communities and not-for-profit businesses and agencies.
- d. Provide for the administration of the program to include:
- 1. the submission of quarterly progress reports to the City, Town and County on the activities conducted in compliance with this agreement;
- 2. the combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
- 3. the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);

- 4. the invoices for services performed in accordance with item "D" of this
- agreement and; 5. the reporting of program activities to the McLean County Solid Waste Technical Committee.

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# McLean County Regional Planning Commission

211 WEST JEFFERSON STREET . BLOOMINGTON, ILLINOIS 61701 . PHONE: 309-828-4331 . FAX: 309-827-4773 . WWW.MCPLAN.ORG

May 19, 2004

Mr. John Zeunik Administrator County of McLean Law & Justice Center 104 West Front Street, P.O. Box 2400 Bloomington, IL 61702

Dear Mr. Zeunik:

With the endorsement of the McLean County Solid Waste Technical Committee, the contractual arrangements for the implementation and administration of the McLean County Solid Waste Management Program are being modified to reflect personnel changes and to improve operational efficiencies.

Prior to the Spring of 1998, the Program duties were carried out by the County staff with funding assistance provided by the City of Bloomington and the Town of Normal. At that time, the County Solid Waste Coordinator resigned his position to join the staff of the McLean County Regional Planning Commission (MCRPC). In response to this personnel change, the Technical Committee and the MCRPC agreed that in order to ensure timely completion and to facilitate the transition of Program responsibilities, this staff person would continue to administer the Program through the MCRPC. This position would also provide training and oversight for the Ecology Action Center (EAC), which was to be the subcontractor responsible for Program implementation.

Although the transition and the EAC training have long since been completed, MCRPC has continued to administer the Program. This administration involves providing regular reports and updates to the Illinois Environmental Protection Agency (IEPA). It also involves invoicing the local governments for their Program contributions and making subsequent payments to the EAC for the implementation worked completed.

The revised contractual arrangements provide for direct reporting and billing by the EAC. The EAC will report on the work it has completed directly to the Technical Committee, the local governments and the IEPA. The EAC will also bill the County directly for work completed in accordance with the contract, thus eliminating a duplication of effort by the MCRPC. The MCRPC will continue to be involved in the Program through participation as a member of the McLean County Solid Waste Technical Committee.

Feel free to contact me if you have any questions regarding this matter. Thank you.

Sincerely

Paul Russell, AICP Executive Director

CC: Philip Dick, McLean County Building & Zoning Bob Keller, McLean County Health Department

## 2004 McLean County Solid Waste Management Technical Committee Grant Recommendations

## Schools

Epiphany Junior High School - The Committee recommends a grant award of \$600 to be used to purchase supplies for continuation of the school's recycling program that is conducted by students  $6^{th}$  through  $8^{th}$  grades. Various teaching aids and materials will be purchased with this award. The recycling program will be integrated into the junior high science curriculum to reinforce the importance of recycling and protecting our environment. School program contact – Susan Evens

Ridgeview High School – Grant monies will be utilized to purchase instructional and needed materials to develop a composting program for greenhouse plant waste by students in the school's agricultural department. Money will also be used to help with anticipated needed maintenance on the existing compost bin. The purpose of the project will help relate and teach basic principles of biology, chemistry and physics to agricultural. Recommended total grant award of \$1,000.00. School program contact – Kirk Miller

Central Catholic High School – The grant will help the school set up and maintain a school recycling program. Grant funds will be used to buy plastic bottle and paper containers for the cafeteria, library, offices, classrooms and hallways. These containers will also be utilized to promote recycling during school events. The grant money will also be used to defray costs of recycling pick-ups. Plans are for biology and science students to be actively involved in this program. Recommended grant amount is \$1,000. School program contact – Cheryl McCall

#### **Rural Recycling Grants**

Village of Gridley – Money would be used to offset the costs of community curbside recycling. Currently, the community offers curbside recycling once a month to its residents. Recommended grant award, \$1,000.00. Community contact – Janell Hall

Village of Colfax – Money will be used to assist in implementing curbside recycling in community. Currently, there is one central drop-off location. Money will be used to purchase curbside containers. Recommended grant award, \$1,000. Community contact – Nancy Kiper

Village of Hudson – The village has a large container brought into the community for recycling pick-ups two times per month. Grant is important to maintain current service and for the program to continue. Recommended grant award, \$1,000.00. Community contact – Robyn Stultz

Village of Bellflower – Grant money assists in defraying the costs of the local recycling program. Community offers weekly pick-up of aluminum, steel, paper products and plastics. \$1,000 grant award recommended. *Community contact – Eston Ellis* 

Village of Danvers – Award will be used to defray costs of Danvers recycling efforts. The village operates the Ivan White Recycling Center just north of the village. The center accepts glass, aluminum steel and plastics every Saturday. Recommended award, \$1,000.00. Community contact – Scott Seniff

City of Lexington – The City operates a recycling drop-center available to all citizens once a month. Costs of this effort increased last year making the venture more expensive. The grant will allow the program to continue and avoid the City having to charge residents for this service. Recommended award, \$1,000.00. Community contact – Margaret Quinly

City of LeRoy – In the past, the City has provided a recycling bin once a month for two to three days. Additional money will assist in the community purchasing a recycling bin that will be available daily. The community is also attempting to put together programs to educate the community on the values or recycling and would also like to purchase smaller collection bins to be placed throughout LeRoy in various locations. Recommended award, \$1,000.00. Community contact- Jeff Clawson

Village of Downs – The village sponsors a recycling pick-up program the first weekend of every month. Local tax dollars help supplement the program. The village makes every effort to recycle has much waste as possible through this program. Recommended award, \$1,000.00. Community contact – Jeff Schwartz

City of Chenoa – City contracts with outside firm to bring drop-off boxes for recycling twice a month. Glass, paper, aluminum, and steel is collected. Due to the increased cost of effort, the recycling contractor has raised the price for the initiative. Grant money will help offset the price of the program. Recommended award, \$1.000.00 *Community contact – Nancy Wenger* 

Village of Arrowsmith – The village contracts for curb recycling collections on the first and third Saturday's of each month. Village residents are not charged for this service and the cost to provide the service comes out of the village's general fund. Ridgeview Recycling is contracted by the village to provide the service. Grant money will assist in continuing the program. Recommended award, 1,000.00. *Community contact* – *Chad Walden*.

### **Special Recycling Events**

Ecology Action Center – The EAC requested a second drop-off box at Interstate Batteries in Bloomington to expand its battery recycling program. The original location at Batteries Plus has received close to 700 pounds of batteries since the program began in mid-2003. The program has prevented hundreds of pounds of potentially toxic materials from being landfilled while being diverted to recycling. Grant funds would be used to recycle in two locations rather than one and to help purchase a large-size container and pay for shipping and recycling of the batteries. EAC requested \$4,000. Committee recommends granting the entire amount requested.

Program contact - Michelle Covi, EAC

City of Bloomington – The Public Service Department conducted a Tire Amnesty Day on April 30, 2004. City residents were requested to place used automobile and pick-up truck tires, mounted and unmounted, in front of their residences for pick-up. The program removes used tires from the community and negates the need to file ordinance violations against residents storing used tires out-of-doors. The program helps remove numerous potential mosquito breeding locations from the community. The old tires are recycled into mud flaps and vehicle floor mats. The old tire rims are also recycled. Grant award requested, \$7,600. Committee recommends grant in entire requested amount. *Program contact – Richard Paulson, Director of Public Service* 

McLean County Community Compact – The compact is a not-for-profit coalition of business, education, community and government dedicated to helping community youth and the environment. For years, the Compact has distributed donated used computers to students in 5<sup>th</sup> grade that do not have computer access in their homes. Unusable computers or computer parts are then recycled or disposed of through appropriate means. Compact is requesting a grant in the amount of \$1,000 to assist in disposal and shipping efforts as it concerns this program. Recommended grant amount, \$1,000.00. *Program contact – Sue Bandy, Executive Director, Compact* 

Children's Discovery Museum – The museum has been working with the Solid Waste Technical Committee for many months to develop appropriate displays that will be used for educational programs at the new museum being built in Normal. In 2003, the Committee approved a grant in the amount of \$5,000.00 to be used for development and research concerning these permanent displays that will promote recycling and waste education as part of the museum's educational programming. In April 2004, the museum director and its consultants presented the Committee with more documented evidence that this project is ready to move to its next phase. In 2003, the Committee had considered an additional grant of \$95,000.00 that will be used to partially construct and erect these displays as a museum attraction. At this time, the Committee recommends that this \$95,000.00 be awarded to the Children's Discovery Museum in 2004 to be used for these purposes.

Program contact - Shari Buckellew, Children Discovery Museum Executive Director



McLean County Regional Planning Commission

211 West Jefferson Street • Bloomington, Illinois 61701 • Phone: 309-828-4331 • Fax: 309-827-4773 • www.mcplan.org

May 21, 2004

Mr. John Zeunik Administrator County of McLean Law & Justice Center 104 West Front Street, P.O. Box 2400 Bloomington, IL 61702

Dear Mr. Zeunik:

At its May 19, 2004 meeting, the McLean County Solid Waste Management Technical Committee recommended and approved that the applicants listed below be awarded grants from the McLean County Solid Waste Mangement Fund for projects that will be implemented in 2004. These grants are annually awarded through monies collected by county landfill fees assessed by the County of McLean. Grants are awarded for: school recycling, rural recycling and waste reduction/reuse projects.

These recommendations must be approved by the McLean County Board at a designated regular monthly meeting of that body. Please consider this correspondence as a request to include these grant recommendations as part of the McLean County Board agenda for June 2004 or as soonafter as possible.

Recommended grant recipients and amounts are:

Epiphany Junior High, Normal - \$600.00 Ridgeview High School, Colfax - \$1,000.00 Central Catholic High School, Bloomington - \$1,000.00 Village of Gridley - \$1,000.00 Village of Colfax - \$1,000.00 Village of Hudson - \$1,000.00 Village of Bellflower - \$1,000.00 City of Lexington - \$1,000.00 City of LeRoy - \$1,000.00 Village of Downs - \$1,000.00 Village of Chenoa - \$1,000.00 Village of Arrowsmith - \$1,000.00 Ecology Action Center - \$4,000.00

Sharon A. Mcginnis, Chairman • Don Fernandes, Vice Chairman • Bernard Anderson • Bill Bartley • Chris Brauer Richard Buchanan • Jane Engblom • John Hanson • Scott Lay • William Mullins, Jr. • Jim Rutherford City of Bloomington - \$7,600.00 McLean County Community Compact - \$1,000.00 Children's Discovery Museum - \$95,000.00

Total grant requests amount to \$120,200. Attached are capsule overviews of each program and request recommended for a grant award. Please contact me with any quetions or concerns.

Sincerely, RicheNola

Rick Nolan Solid Waste Coordinator/Community Planner

enc.

# AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT is made this 4<sup>th</sup> day of May, 2004, and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25<sup>th</sup>, 2003, between the Public Building Commission of McLean County, Illinois ("PBC") and the County of McLean of the State of Illinois ("COUNTY").

# WITNESSETH

WHEREAS, pursuant to the terms of the Agreement, the PBC has agreed to pay the first \$500,000.00 of the construction costs for repair to the dome and roof of the courthouse and the COUNTY has agreed to reimburse the PBC the \$500,000 upon receipt of grant money from the Illinois Department of Natural Resources; and

WHEREAS, the COUNTY has taken bids for the repair to the dome and roof of the courthouse and the total construction cost before any change orders is \$1,112,885.00; and

WHEREAS, the COUNTY has employed Wiss, Janney, Elstner Associates, Inc. at a cost of \$93,500.00 as the architect for the project.

WHEREAS, the COUNTY desires that the PBC pay for all of the costs associated with the dome and roof repair project including any amounts over and above the \$1,112,885.00, because of change orders that might subsequently be necessary and which add to the construction project cost and the architect fees; and

WHEREAS, the COUNTY has agreed to pay to the PBC \$226,000.00 towards the costs of the dome and roof repair project, which are the net proceeds it received from the sale of the McBarnes Memorial Building; and

WHEREAS, the PBC believes it to be in the best interest of the public that the dome and roof repairs be made to the courthouse building and that it is appropriate to use surplus funds of the PBC to pay any balances needed to fully fund the cost of the project.

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NOW THEREFORE, in consideration of the undertakings of the respective parties hereinafter set forth, it is agreed as follows:

1. The PBC agrees to enter into a contract with Kajima Construction Services for the repair of the dome and roof of the courthouse at an initial cost of \$1,112,885.00 pursuant to which contract it will pay any amounts added to the contract price as a result of any change orders approved by the PBC subsequent to the start of the work. In addition the PBC agrees to pay Wiss, Janney, Elstner Associates the sum of \$93,500 for architectural services.

2. The COUNTY agrees to pay to the PBC the sum of \$226,000.00 upon the execution of this Agreement and the PBC agrees to apply all of said funds toward the dome and roof repair project on the courthouse.

The COUNTY also agrees, promptly upon receipt of the grant monies of
 \$500,000.00 from the Illinois Department of Natural Resources, to pay said amounts to the PBC.

4. The COUNTY further agrees to pay to the PBC in ten (10) equal annual installments commencing July 1, 2005 and on the first day of July each year thereafter through and including July 1, 2014, one-tenth of the total construction costs and architectural fees less the \$226,000.00 paid by the COUNTY to the PBC as set forth above and less all amounts paid by the COUNTY to the PBC from the Illinois Department of Natural Resources grant.

5. The parties hereto agree that upon completion of the construction project and the determination of the total cost of the project, less the amounts paid by the COUNTY to the PBC as herein set forth, that they will execute a document in substantially the same form as Exhibit A attached hereto setting forth the un-reimbursed balance of the total project cost and the resulting amount of the annual payments due the PBC for such un-reimbursed costs.

6. In all other respects the provisions of the Agreement remain in full force and effect.

15

IN WITNESS WHEREOF the parties have set their signatures by their respective

authorized officers to be effective as of this 4<sup>th</sup> day of May, 2004.

Public Building Commission of McLean County, Illinois County of McLean

By: Its Chairman

By:

Its Chairman, County Board

jir-wp8-4/29/04-H:\David\PBC\Amendment to Int. Gov. Agreement.wpd

COSTIGAN & WOLLRAB. P. C.

DAVID C. WOCHNER ROBERT W. NEIRYNGX PAUL R. WELCH KEVIN P. JACOBS DAWN L. WALL ROBERT S. WHITE J. CASEY COSTIGAN CARRIE L. BOROWSKI

OF COUNSEL WILLIAM F. COSTIGAN WILLIAM S. BACH WILLIAM T. CAISLEY JOSEPH M. AMBROSE ATTORNEYS AT LAW JOB EAST WASHINGTON STREET POST OFFICE BOX 3127 BLOOMINGTON, ILLINOIS 61702-3127 WWW.CWLAWOFFICE.COM TELEPHONE (309) 828-4310 PAX (309) 828-4325 WILL F. COSTIGAN 1886-1956 FRED W. WOLLRAB 1891-1971 JAMES C. WOLLRAB 1919-1989

May 7, 2004

John Zeunik County Administrator 7<sup>th</sup> Floor, Law & Justice Center Bloomington, IL 61701

RE: PBC - The County of McLean Amendment to Intergovernmental Agreement

Dear John:

Enclosed please find four signed copies of the Amendment to Intergovernmental Agreement. I realize I have not previously submitted this to you, but hopefully you and the County will find it acceptable and Mike can execute it. If any changes need to be made, please let me know; otherwise, I look forward to the return of two copies for our records.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.

David C. Wochner

DCW/jir Enclosures

NOT NOT



# LETTER OF AGREEMENT

Mclean County Department Of Parks and Recreation 13001 Recreation Area Drive Hudson, Illinois 61748-9725 Attn. William R. Wasson Director of Parks and Recreation

## RE: Comlara County Park Campground Electrical Renovation Sites 1 through 82, A1 & maximum 6 additional Sites

#### Dear William:

We are pleased to submit this *Letter of Agreement* for Electrical design support services for "Campground Electrical Renovation" for your consideration.

### SCOPE OF SERVICES

Farnsworth Group, Inc. agrees to provide Preliminary meetings, Design Development, and Construction Documents For a fixed lump sum fee.

# 1. MEP Engineering Services

- Meet with you to discuss and document project parameters, including Electrical Camper requirements, work relationships, project budget and project schedule.
- Attendance at selected meetings with Owner/User Representatives and IDPH
- Development of conceptual descriptions into an approved Construction Document design.
- Prepare Cataloge cut sheets for equipment and provide short specs on the drawings
- Drawings and specifications will provided as required for IDPH Review and construction documents for in-house construction only. Not for Bidding.
- It is understood that the in-house employees will install majority of equipment.
- Design additional services with Corn Belt Electric as required.
- Provide new details of electrical camper connection boxes
- Answer requests for information and make changes as required by IDPH

## 2 Additional Services\*

- Site visits and other site observation .
- Certification of Payment Applications, Change Orders,

Requests for information, Architectural Supplemental Instructions,

• Communication design services for internet, cable tv, etc.



#### General Conditions Professional Services Agreement Date <u>May 22<sup>nd</sup>, 2004</u>

#### Client Mclean County Department of Parks and Recreation

Project: Comlara Campground Electrical Renovation Sites 1 through 82, A1 & maximum 6 additional Sites

#### **General Conditions**

**Reference Conditions:** Farnsworth Group, Inc., will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits,



provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance With Law:** In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

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

Standard of Care: Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** The CLIENT hereby agrees that to the fullest extent permitted by law FGI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, from any cause or causes including but not limited to negligent professional acts, errors, omissions, strict liability, or breach of contract shall not exceed the total amount paid by the CLIENT for the services of FGI under this agreement. The CLIENT and FGI agree that to the fullest extent permitted by law, FGI shall not be liable to the CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by negligent professional acts, errors, or other cause or causes whatsoever.

**Opinions of Cost:** Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and



expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

#### **Additional Provisions**

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.



It will be the responsibility of the McLean County Department of Parks and Recreation to provide the following:

- Designated project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems.
- Provide full information as to Design requirements for the project.

arnsworth

- Provide drawings or other documentation of existing electrical systems developed to date..
- Review and approve preliminary design prior to development of Construction Documents. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of engineering services.
- Give prompt written notice whenever the Owner becomes aware of any defect in the project or changed circumstances which may alter the scope of service specified herein.
- Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.
- Furnish permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

FGI will provide support drawings and answer comments of the approval authorities. Additional local jurisdictional authorities may increase the cost of the project.

- Publish all notices that may be required.
- Cost estimating services.
- Orchestration of bidding activities, including Project Manual Division 0 sections and Bid Form, and printing/distribution of bid sets.

#### FEE

ENGINEERS

#### COMPENSATION

Based on our previous experience for projects with the size and complexity of this project, we propose to furnish the services as listed above for the following lump sum fees:

Scope 1 - MEP Engineering Services:

Lump Sum fee of \$20,000.00\*

Scope 2- Additional Services:

Hourly T&M Basis as Requested\*

\*(Reimbursable expenses for items such as printing costs, mileage, etc. will be billed as direct additional expenses.)

Compensation shall be paid under the following phases:



Design Development	25%
Construction Documents	70%
Completion of IDPH Permitting	5%
, –	

100%

#### SCHEDULE OF WORK

From the date of this letter of agreement, we will provide design support services within a 13week schedule . The schedule is based on the following milestones after this proposal is signed.

Week I and 2	Programming Refinement
Week 3 and 4	Design Development
Week 5and 6*	Owner review and comments meeting*
Week 7 thru 9	Construction Documents
Week 10	100% Construction Document s issued for owners review.
Week 11 and 12	Owners review and comments meeting
Week 13	Final drawings issued to owner
As Required	Provide support drawings and answer comments of the approval authorities.

\* Note that all Acton Items as presented on the "Information Request Action Items "list must be resolved at this point for the project to go out on time.

Should the project schedule be extended Farnsworth Group will request additional services for the Owners consideration before proceeding with work.

1. At completion of the design development phase, Owner and Engineer will confirm that all decisions that were to be made have been completed so that the construction documentation phase can proceed.

#### REIMBURSABLE EXPENSES



The following miscellaneous expenses may occur and would be reimbursed to Farnsworth Group by PHA. These expenses are not included in these submitted fee quotations.

They include but are not necessarily limited to the following.

 Additional reproduction of documents for the purpose of owner review and/or distribution in excess of copies required for submission to IDPH and one copy to be retained by owner.

Respectfully submitted,

Richard N. Suhadolc P.E. Engineering Manager/ Chief Electrical Engineer

Your signature below is verification of your acceptance of the above stated terms of our agreement for professional services between Owner and Architect.

APPROVED:

Michael F. Sweeney, Chairman McLean County Board Richard N. Suhadolc P.E. for Farnsworth Group

ATTESTED:

Peggy Ann Milton, Clerk of the County Board

Date Signed

Date Signed



**NcLean County** 

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

# TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

## DATE: 05/25/04

RE: Agreement for Engineering Design Services for COMLARA County Park

The McLean County Department of Parks and Recreation recently reviewed qualifications from a large number of electrical engineering firms. Upon review, the Department found that the Farnsworth Group's mechanical electrical engineering division and its engineers have a wide range of experience with underground distribution systems, including campgrounds in public agency parks and was competitive in experience with all but one firm reviewed.

The Farnsworth Group designed the low pressure sewer system which currently services the COMLARA County Park Campground in the early 1990's. The level of familiarity of the Farnsworth Group with the work site, topography, associated utilities, and the level of experience in a working relationship with this Department and other county agencies far exceeded any others reviewed. In addition, this Department's level of satisfaction with previous work completed by the Farnsworth Group also exceeded all others reviewed.

The Farnsworth Group's experience with the Department's electrical provider(Combelt) was also ranked

as high as any firm reviewed. This familiarity will be important in allowing the integration of utility transformer locations into the most cost effective design possible.

The Department has reviewed concerns with ability to complete the entire campground upgrade project within the IDPH permitted timeline, due to funding limitations. Representatives from the Farnsworth Group have confirmed that the design work shall include NEC changes that are anticipated to go into effect in 2005-2008.

The Department of Parks and Recreation anticipates completing this project using in-house staff for a majority of work, necessitating a lump sum service agreement. The Department of Parks and Recreation has reviewed the current budget status and sufficient funds are available to complete the design work at the contract amount. The Department recommends that McLean County enter into an agreement for electrical design services with the Farnsworth Group in the amount of \$20,000 for the COMLARA County Park Campground Electrical Renovation electrical engineering.

## 

# JOINT RESOLUTION OF SUPPORT FOR FURTHER STUDY OF LONG-RANGE TRANSPORTATION NEEDS ON THE EAST AND SOUTH SIDES OF THE BLOOMINGTON-NORMAL URBAN AREA

WHEREAS the City of Bloomington, Town of Normal and County of McLean, hereinafter referred to as the Local Governments, recognize the need to provide safe, reliable and efficient transportation systems to support community and economic development for the benefit of citizens of their respective jurisdictions; and

WHEREAS the Local Governments recognize a potential, long-range need for additional transportation capacity to serve the east and south sides of the Bloomington-Normal urban area; and

WHEREAS additional study will be required to determine specific types and possible locations of potential future transportation facilities; and

WHEREAS the cost of said additional study has been estimated to fall into the range of eight to ten million dollars (\$8-\$10 million);

NOW THEREFORE, be it resolved by the Board and Councils of these Local Governments to request that the Illinois Department of Transportation undertake a study of the long-range transportation needs on the east and south sides of the Bloomington-Normal urban area, and that study include preliminary engineering to evaluate any and all alternatives which may be identified through this continued planning process, including additional evaluation of alternatives identified in the Final Report on the East Side Corridor Study, Bloomington-Normal, Illinois.

BE IT FURTHER RESOLVED to jointly pursue State and Federal funding assistance in the amount needed to finance the cost of said study.

ington

Mayor of Norn

Chairman, McLean County Board

15

# JOINT RESOLUTION OF SUPPORT FOR FURTHER STUDY OF LONG-RANGE TRANSPORTATION NEEDS ON THE EAST AND SOUTH SIDES OF THE BLOOMINGTON-NORMAL URBAN AREA

WHEREAS, the City of Bloomington, Town of Normal and County of McLean, hereinafter referred to as the Local Governments, recognize the need to provide safe, reliable and efficient transportation systems to support community and economic development for the benefit of citizens of their respective jurisdictions; and

WHEREAS, the Local Governments recognize a potential, long-range need for additional transportation capacity to serve the east and south sides of the Bloomington-Normal urban area; and

WHEREAS, additional study will be required to determine specific types and possible locations of potential future transportation facilities; and

WHEREAS, the cost of said additional study has been estimated to fall into the range of eight to ten million dollars (\$8-\$10 million);

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES FOR THE TOWN OF NORMAL:

SECTION ONE: To request that the Illinois Department of Transportation undertake a study of the long-range transportation needs on the east and south sides of the Bloomington-Normal urban area, including the feasibility for an east and south outer belt transportation facility and that preliminary engineering to further evaluate each alternative identified in the Final Report on the East Side Corridor Feasibility Study, Bloomington-Normal, Illinois in addition to any other alternative(s) which may be identified through this continued planning process.

SECTION TWO: To jointly pursue State and Federal funding assistance in the amount needed to finance the cost of said study.

ADOPTED this <u>3nd</u> day of <u>Ma</u>

APPROVEZ

President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

27

STATE OF ILLINOIS ) ) County of McLean ) ss. ) Town of Normal )

I, Wendellyn J. Briggs, Town Clerk of said Town, do hereby certify that the foregoing is a true and complete copy of an original of Resolution No. 3511; being A Joint Resolution of Support for Future Study of Long-Range Transportation Needs on the East and South Sides of the Bloomington-Normal Urban Area, which was approved at a regular meeting of said Town Council held on the 3<sup>rd</sup> day of May, 2004, by an affirmative vote of the majority of all members elected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said Town of Normal, this 5<sup>th</sup> day of May, 2004.

17

(seal)

### An Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 Infectious Disease program, and the Board of Health and Finance Committee concur; and,

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

### BE IT ORDAINED AS FOLLOWS:

- 1. That the Treasurer is requested to increase revenue line 0407-0084 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, by \$9,561 from \$19,055 to \$28,616.
- 2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PR	ESENT	INC	REASE		NEW
		A	MOUNT			A	MOUNT
0503-0001	Full-time Employee	\$	2,315	\$	1,853	\$	4,168
0516-0001	Intern	Ş	1,300	\$	3,600	\$	4,900
0599-0001	County IMRF	\$	150	\$	91	\$	241
0599-0002	Employee Medical	\$	140	\$	40	\$	180
0599-0003	Social Security Contrib.	\$	275	\$	417	\$	692
0621-0001	Operational Supplies	\$	500	\$	1,320	\$	1,820
0718-0001	Schooling and Conference	\$	0	\$	240	\$	240
0793-0001	Travel	\$	300	\$	2,000	\$	2,300
	TOTALS:	\$	4,980	\$	9,561	\$	14,541

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

Adopted	by	the	County	Board	of	McLean	County	this		day
of	-			2004.					•••	

ATTEST:

APPROVED :

Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean F:\adm\budg\04WNVamendment2 Michael F. Sweeney Chairman of the McLean County Board



Health Department 200 W. Front St. Room 304

4 Bloomington, Illinois 61701

(309)888-5450

#### Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director

Re: Budget Amendment

Date: May 20, 2004

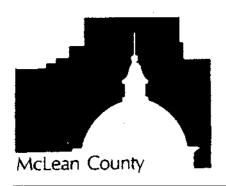
Printed on recycled pape

Please find attached a budget amendment for a Health Department continuing grant program related to West Nile Virus Mosquito Testing program. Below is a description of the amendment:

#### West Nile Virus Mosquito Testing Grant Fund 0107

In Fiscal Year 2003 the McLean County Health Department was selected by the Illinois Department of Public Health as one of ten counties to conduct surveillance for the presence of West Nile virus within Culex mosquitoes. The McLean County Health Department has been notified that the grant is being continued for the period June 15, 2004 through June 15, 2006. The grant calls for the purchase and maintenance of six VecTest gravid traps along with laboratory supplies. The testing process calls for placing 6 VecTest traps in three pre-selected strategic locations within McLean County. Each trap will be primed and mosquitoes collected twice per week. The department will then test each mosquito pool to determine the presence of West Nile virus. Mosquito testing is not in lieu of early surveillance of crows and jays. Positive test results within bird samples provide evidence of the presence of WNV within the host population and usually precede the first human case by 8 to 12 weeks. The presence of WNV in mosquito pools signals the presence of the virus within the vector and precedes the first human case by 3 to 4 weeks. This will help provide the community with a more precise sentinel of the probability of transmission of the disease to humans and will help reinforce prevention messages. In addition to testing materials, the grant will cover a portion of time for an environmental health intern to carry out the program. There is no accompanying FTE resolution amendment since the position already exists within Fund 0112. For the purpose of this grant, the intern's time will be charged to Fund 0107 through the payroll system.

Partners in Prevention



PEGGY ANN MILTON COUNTY CLERK (309) 888-5190 Fax (309) 888-5932 Tax Extension (309) 888-5187 Voter's Registration (309) 888-5186 104 W. Front Room 704 Bloomington, IL 61701 E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: April 28, 2004

TO: Honorable Michael Sweeney, Chairman, McLean County Board

FROM: Katie Flynn, Tax Administrator

RE: Semi-Annual Financial Reports

Please be advised that the July 1, 2003 through December 31, 2003 Semi-Annual Financial Reports are on file in the McLean County Clerk's office for the following McLean County Departments:

- > Circuit Clerk
- > Clerk
- > Coroner
- $\succ$  Sheriff

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik

# An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 Adult Probation Fee Services Fund 0146, Court Services Department 0022

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2004 adopted budget for the Court Services Department and the Adult Probation Fee Services Fund 0146; and,

WHEREAS, the Court Services Department has been awarded a grant in the amount of \$86,892.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for two probation officers 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, June 7, 2004, 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 2004 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022 as follows:

	ADOPTED BUDGET CHANGE	AMENDED <u>BUDGET</u>
Multidisciplinary DV Grant 0001-0022-00XX-XXXX.XXXX	\$ 0.00 \$ 42,844.00	\$ 42,844.00
Transfers from Other Funds 0001-0022-0024-0450.0011	\$174,649.00 \$ (42,844.00)	\$ 131,805.00

2. That the County Auditor is directed to amend the appropriated budget of the General Fund 0001, Court Services Department 0022 as follows:

Full-Time Employee Salaries 0001-0022-0024-0503.0001	\$1,634,897.00 \$ (35,129.00)	\$1,599,768.00
Employee Medical/Life Insurance 0001-0022-0024-0599.0002	\$ 120,400.00 \$ (2,800.00) 32	\$ 117,600.00

Full-Time Employee Salaries 0001-0022-00XX-0503.0001	\$	0.00	\$ 35,129.00	\$	35,129.00
County's IMRF Contribution 0001-0022-00XX-0599.0001	\$	0.00	\$ 2,227.00	\$	2,227.00
Employee Medical/Life Insurance 0001-0022-00XX-0599.0002	\$	0.00	\$ 2,800.00	\$	2,800.00
Social Security Contribution (F.I.C.) 0001-0022-00XX-0599.0003	4.) \$	0.00	\$ 2,688.00	\$	2,688.00
3. That the County Auditor is directed to amend the appropriated budget of the Social Security Fund 0130 and IMRF Fund 0131 as follows:					

Social Security Contribution (F.I.C.A 0130-0069-0070-0599.0003	.) \$1,932,734.00 \$	(2,688.00)	\$ 1,930,046.00
County's IMRF Contribution 0131-0069-0071-0599.0001	\$1,621,905.00 \$	(2,227.00)	\$ 1,619,678.00

4. That the County Auditor is directed to amend the appropriated budget of the Adult Probation Fee Services Fund 0146, Court Services Department 0022 as follows:

Contract Services 0146-0022-0025-0706.0001	\$ 44,075.00	\$ 37,844.00	\$ 81,919.00
Schooling and Conferences 0146-0022-0025-0718.0001	\$ 2,000.00	\$ 5,000.00	\$ 7,000.00
Interfund Transfer 0146-0022-0025-0999.0001	\$174,649.00	\$ (42,844.00)	\$ 131,805.00

5. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Court Services Director.

ADOPTED by the County Board of McLean County this 15<sup>th</sup> day of June, 2004.

ATTEST:

#### **APPROVED:**

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois Michael F. Sweeney, Chairman McLean County Board

e:john/ctserv\_multidv.jun04

# An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Sheriff's Department 0029

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2004 adopted budget for the Sheriff's Department; and,

WHEREAS, the Sheriff's Department has been awarded a grant in the amount of \$61,320.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a deputy sheriff 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, June 7, 2004, 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 2004 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:

	ADOPTED	ADD	AMENDED <u>BUDGET</u>
Multidisciplinary DV Grant 0001-0029-00XX-XXXX.XXXX	\$ 0.00	\$ 32,340.00	\$ 32,340.00

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 0001-0029-00XX-0503.0001	\$	0.00	\$ 20,048.00	\$ 20,048.00
Overtime Pay 0001-0029-00XX-0526.0001	\$	0.00	\$ 2,850.00	\$ 2,850.00
Holiday Pay 0001-0029-00XX-0526.0002	\$	0.00	\$ 300.00	\$ 300.00
County's IMRF Contribution 0001-0029-00XX-0599.0001	\$ 34	0.00	\$ 2.608.00	\$ 2,608.00

Employee Medical/Life Insurance 0001-0029-00XX-0599.0002	\$	0.00	\$ 1,400.00	\$ 1,400.00
Social Security Contribution (F.I.C., 0001-0029-00XX-0599.0003	A.) \$	0.00	\$ 1,534.00	\$ 1,534.00
Clothing/Employees 0001-0029-00XX-0601.0001	\$	0.00	\$ 240.00	\$ 240.00
Purchase of Police Equipment 0001-0029-00XX-0841.0001	\$	0.00	\$ 3,360.00	\$ 3,360.00
Total:			\$ 32,340.00	

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 15<sup>th</sup> day of June, 2004.

## ATTEST:

## **APPROVED:**

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois Michael F. Sweeney, Chairman McLean County Board

e:john/cobdsher\_multidv.jun04

# An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorneys Office 0020

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2004 adopted budget for the State's Attorneys Office; and,

WHEREAS, the State's Attorneys Office has been awarded a grant in the amount of \$87,392.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a project coordinator and an Assistant State's Attorney 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, June 7, 2004, 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 2004 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, State's Attorneys Office Department 0020 the following revenue:

	ADOPTED	<u>ADD</u>	AMENDED <u>BUDGET</u>
Multidisciplinary DV Grant 0001-0020-00XX-XXXX.XXXX	\$ 0.00	\$ 41,177.00	\$ 41,177.00
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2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorneys Office Department 0020 the following appropriations:

Full-Time Employee Salaries			
0001-0020-00XX-0503.0001	\$ 0.00	\$ 35,877.00	\$ 35,877.00

Total:			\$ 41,177.00	
	(2)	l .		
Social Security Contribution (F.I.C.) 0001-0029-00XX-0599.0003	A.) \$	0.00	\$ 2,745.00	\$ 2,745.00
Employee Medical/Life Insurance 0001-0029-00XX-0599.0002	\$	0.00	\$ 2,800.00	\$ 2,800.00
County's IMRF Contribution 0001-0020-00XX-0599.0001	\$	0.00	\$ 2,275.00	\$ 2,275.00

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

ADOPTED by the County Board of McLean County this 15<sup>th</sup> day of June, 2004.

# ATTEST:

## **APPROVED:**

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois Michael F. Sweeney, Chairman McLean County Board

e:john/statty\_multidv.jun04

#### An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorney's Office 0020

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

WHEREAS, the State's Attorney's Office has been awarded grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network in the total amount of \$60,000.00 pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

WHEREAS, the State's Attorney's Office has recommended that the grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network be appropriated in fiscal 2004 to pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

WHEREAS, the Justice Committee, at its meeting on Monday, June 7, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain reimbursements to operate said program for the last six months of Fiscal Year 2004; 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, State's Attorney's Office, Department 0020 the following revenue:

	ADOPTED	<u>CHANGE</u>	AMENDED <u>BUDGET</u>
DCFS Child Abuse Attorney 0001-0020-0019-0407.0145	\$ 22,500.00	\$22,500.00	\$45,000.00
Child Protection Network 0001-0020-0019-0410.0143	\$ 8,957.00	\$ 10,059.00	\$ 19,016.00
TOTAL;		\$32,559.00	

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	ADOPTED	<u>ADD</u>	AMENDED <u>BUDGET</u>
Full-time Employee Salaries 0001-0020-0019-0503.0001	\$1,471,017.00 <sup>-</sup>	\$31,159.00	\$1,502,173.00
Employee Medical/Life 0001-0020-0019-0599.0002	Insurance \$ 95,200.00	\$ 1,400.00	\$ 96,600.00
TOTAL:		\$32,559.00	

ADOPTED by the County Board of McLean County this 15th day of June, 2004.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois Michael F. Sweeney, Chairman McLean County Board

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