

Proceedings
of the
County Board
of
McLean County,
Illinois

March 16, 2004

*Subject to approval at
April 20, 2004
County Board Meeting*



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March 16, 2004

The McLean County Board met on Tuesday, March 16, 2004 at 9:07 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Chris Kalapp, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, and Michael Sweeney.

The following Member was absent:

Member Sonny O'Connor.

Appearance by Members of the Public and County Employees:

Mr. Zeunik stated the following: at this time I would like to first introduce the new County Administrator's Assistant who started in our office. Hopefully most of you received an e-mail from me. I would like to introduce Ms. Karina Bak. Karina comes to McLean County from Otsego County Michigan where she had a similar position. She was also responsible for a number of the human resource functions of the County Administrator's Office in Otsego County. She and her husband recently located to McLean County. Karina has a Bachelor of Science Degree in Business Management with a major in Human Resource Management. We are thrilled to have her in the office and hopefully Board Members and other staff will have an opportunity to welcome her.

Chairman Sweeney stated the following: the next item on the agenda is supposed to be Jan Morris from the Health Promotions Department but she is in Hawaii. Instead I would like to introduce Jackie Lanier. Ms. Lanier stated the following: I wanted to give an update. We have had a lot of success in the last seven years with our program. There have been many success stories. Last year we saw over 400 employees from about 33 departments which was our best year ever. Our program includes ongoing wellness education and activities and of particular importance are our health screenings. Our health screenings are very important for early detection. From October 2001 through March 2003 the County experienced nearly \$1.8 million in shock loss medical claims. Some of these could have been prevented through prevention and early detection. This year a new feature of our health screening is a partnership with our County insurance, Health Alliance. This will allow the program to better integrate with the employees' overall health care plan. I turn your attention to the sheet I passed around. It includes the

dates of our screenings. You can start registering for those starting April 1, 2004 at 888-5446. We encourage County Board Members to participate as I know several have done in the past. We encourage Department Heads to participate as well as encourage their employees to participate. It is really a great benefit that we provide. Thank you for your attention and time.

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:

6. CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, February 17, 2004

B. County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of Letting Results from February 26, 2004, for Equipment Purchase and State Bid Purchase
- 2) Request Approval of a Federal Agency Agreement for the Monroe Bridge – Sec. 00-22136-00-BR
- 3) Request approval of a MFT Resolution for PJ Keller Highway – Sec 99-00046-11-RS

C. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

- a) Approve the application of Illinois State University, Department of Agriculture, in case 04-02-SU, parcel number (08) 03-33-300-001. They are requesting a special use to allow a livestock manure and landscape waste composting facility and a waiver of the parking requirement and food scrap restriction requirement and to also lower the setback requirement from 200 feet to 20 feet in the Agriculture District on property which is located in Chenoa Township approximately 3/8 mile east of 2550 East Road and approximately 1/2 mile south of 2700 North Road.
22-25
- b) Approve the application of Kevin Neisen, in case 04-03-SU, parcel number (13) 29-04-400-002. He is requesting a special use to allow a planned development to include the existing contractor's office and shop and a separate landscape maintenance and installation business in the Commercial District in a separate building and is located in Downs Township at 7095 Shaffer Drive, Downs. 26-27

2) Subdivision Cases:

None

D. Transfer Ordinances

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

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

1) REAPPOINTMENTS:

McLean County Economic Development Council

Ms. P.A. "Sue" Berglund

1019 East Olive Street

Bloomington, IL 61701

Re-appointed to a three-year term scheduled to expire on April 1, 2007

APPOINTMENTS:

None

2) RESIGNATIONS:

None

G. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations for Calvary Baptist Academy Junior High School Boys' Basketball Team for winning the State Championship

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 2, 2004, for a letting held on February 26, 2004 for McLean County and twenty-nine (29) Road District 2004 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 2, 2004, now, therefore,

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

2004 MFT MAINTENANCE SECTIONS:

Beniach Construction Company, Tuscola, Illinois, was the successful bidder on the following sections:

| | | | |
|---------------------------------|--------------------------------------|---|--------------|
| McLean County | Sec. 04-00000-00-GM.....GR. 2 | @ | \$234,710.70 |
| Anchor Road District | Sec. 04-02000-00-GM.....GR. 2A | @ | \$39,676.20 |
| Arrowsmith Road District | Sec. 04-03000-00-GM.....GR. 2A | @ | \$16,409.60 |
| Bellflower Road District | Sec. 04-04000-00-GM.....GR. 2A | @ | \$47,558.90 |
| Bloomington Road District | Sec. 04-05000-00-GM.....GR. 2 | @ | \$50,125.00 |
| Blue Mound Road District | Sec. 04-07000-00-GM.....GR. 2 | @ | \$48,246.00 |
| Chenoa Road District | Sec. 04-09000-00-GM.....GR. 2 | @ | \$27,426.00 |
| Cropsey Road District..... | Sec. 04-10000-00-GM.....GR. 2A | @ | \$24,331.80 |
| Dale Road District | Sec. 04-11000-00-GM.....GR. 2A | @ | \$28,013.20 |
| Dawson Road District | Sec. 04-13000-00-GM.....GR. 2A | @ | \$28,816.20 |
| Funks Grove Road District | Sec. 04-17000-00-GM.....GR. 1 | @ | \$18,999.20 |
| Gridley Road District..... | Sec. 04-18000-00-GM.....GR. 2A | @ | \$28,024.35 |
| Hudson Road District | Sec. 04-19000-00-GM.....GR. 2A | @ | \$26,817.00 |
| Lexington Road District..... | Sec. 04-21000-00-GM.....GR. 2 | @ | \$25,443.15 |
| Martin Road District | Sec. 04-22000-00-GM.....GR. 2A | @ | \$40,856.10 |
| Money Creek Road District | Sec. 04-23000-00-GM.....GR. 2A | @ | \$19,155.00 |
| Normal Road District | Sec. 04-25000-00-GM.....GR. 2A | @ | \$18,342.00 |
| Old Town Road District | Sec. 04-26000-00-GM.....GR. 2 | @ | \$61,378.95 |
| West Road District | Sec. 04-29000-00-GM.....GR. 2A | @ | \$26,247.60 |
| Yates Road District | Sec. 04-31000-00-GM.....GR. 2 | @ | \$41,015.40 |

Emulsicoat, Inc., Urbana, Illinois, was the successful bidder on the following sections:

| | | | |
|------------------------------|--------------------------------------|---|-------------|
| Empire Road District | Sec. 04-16000-00-GM.....GR. 17 | @ | \$50,250.00 |
| Lawndale Road District | Sec. 04-20000-00-GM.....GR. 17 | @ | \$14,500.00 |

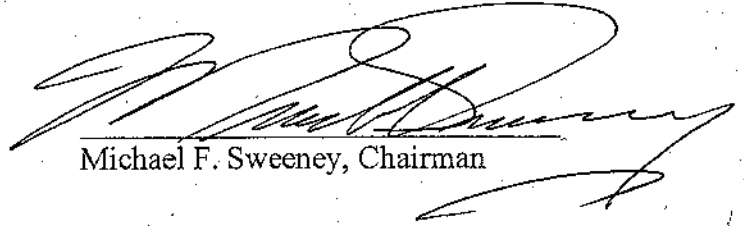
Steffens 3-D Construction, Inc., ElPaso, IL was the successful bidder on the following sections:

| | | | |
|-------------------------------|--------------------------------------|---|-------------|
| Allin Road District | Sec. 04-01000-00-GM.....GR. 1A | @ | \$14,825.00 |
| Allin Road District | Sec. 04-01000-00-GM.....GR. 2A | @ | \$8,734.30 |
| Danvers Road District..... | Sec. 04-12000-00-GM.....GR. 2 | @ | \$48,632.50 |
| Dry Grove Road District..... | Sec. 04-15000-00-GM.....GR. 2 | @ | \$48,436.00 |
| Gridley Road District | Sec. 04-18000-00-GM.....GR. 1A | @ | \$21,206.50 |
| Mount Hope Road District..... | Sec. 04-23000-00-GM.....GR. 2 | @ | \$29,695.00 |
| Towanda Road District | Sec. 04-28000-00-GM.....GR. 2 | @ | \$16,072.50 |
| White Oak Road District | Sec. 04-30000-00-GM.....GR. 2 | @ | \$17,815.00 |

Rowe Construction Co., Bloomington, Illinois, was the successful bidder on the following sections:

Downs Road District Sec. 04-14000-00-GM.....GR. 2.....@ \$29,968.00

Randolph Road District..... Sec. 04-27000-00-GM.....GR. 2.....@ \$49,722.00

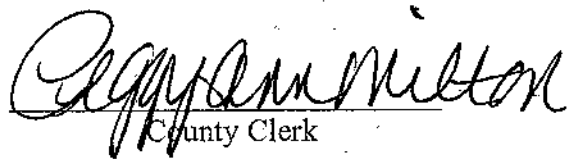

Michael F. Sweeney, Chairman

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 March 16, 2004.

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 16th day of March A.D., 2004

[SEAL}


County Clerk

ARROWSMITH RD
SEC. 04-03000-00-GM GR 2A

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE | ENGINEERS | BENIACH | STEFFENS 3-D | ROWE |
|---------------|----------|-------|------------|-------------|-----------|------------|--------------------|------------|
| On Road | 12,800 | Gal | \$1.10 | \$14,080.00 | ESTIMATE | Bid bond | Bid check # 001874 | |
| Load & Spread | 36,500 | Sq Yd | \$0.16 | \$5,840.00 | TOTAL | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| | | | | \$19,920.00 | TOTAL | UNIT PRICE | TOTAL | TOTAL |
| | | | | | | | \$0.97 | \$0.00 |
| | | | | | | | \$0.15 | \$0.00 |
| | | | | | | | \$17,854.50 | \$0.00 |
| | | | | | | | | -100.00% |
| | | | | | | | | -10.37% |

ITEM
Bituminous Materials (PG 46-28)
Cover Coat Agg (CA-14)
(Crushed Limestone Only)

BELLFLOWER RD
SEC. 04-04000-00-GM GR 2A

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE | ENGINEERS | BENIACH | STEFFENS 3-D | ROWE |
|---------------|----------|-------|------------|-------------|-----------|------------|-------------------|------------|
| On Road | 10,000 | Gal | \$1.10 | \$11,000.00 | ESTIMATE | Bid bond | Bid check # 01875 | |
| On Road | 23,500 | Gal | \$0.98 | \$23,030.00 | TOTAL | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| Load & Spread | 19,000 | Sq Yd | \$0.16 | \$3,040.00 | TOTAL | UNIT PRICE | TOTAL | TOTAL |
| Load & Spread | 72,800 | Sq Yd | \$0.14 | \$10,192.00 | | | \$1.00 | \$0.00 |
| On Road | 4,000 | Gal | \$2.00 | \$8,000.00 | | | \$0.94 | \$0.00 |
| | | | | \$55,262.00 | | | \$0.15 | \$0.00 |
| | | | | | | | \$0.13 | \$0.00 |
| | | | | | | | \$1.42 | \$0.00 |
| | | | | | | | \$49,987.70 | \$0.00 |
| | | | | | | | | -100.00% |
| | | | | | | | | -9.54% |

ITEM
Bituminous Materials, (PG 46-28)
Bituminous Materials, (CRS-2)
Cover Coat Agg, (CA-14)
Seal Coat Agg, (CA-15/16)
Bit. Mat's Prime Coat (MC-30)

BLOOMINGTON RD
SEC. 04-05000-00-GM GR 2

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE | ENGINEERS | BENIACH | STEFFENS 3-D | ROWE |
|---------------|----------|-------|------------|-------------|-----------|------------|--------------------|------------|
| On Road | 25,000 | Gal | \$0.98 | \$24,500.00 | ESTIMATE | Bid bond | Bid check # 001876 | |
| Furn & Spread | 1,000 | Sq Yd | \$23.00 | \$23,000.00 | TOTAL | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| | | | | \$47,500.00 | | | \$1.37 | \$0.00 |
| | | | | | | | \$27.25 | \$0.00 |
| | | | | | | | \$61,500.00 | \$0.00 |
| | | | | | | | | -100.00% |
| | | | | | | | | 28.47% |

ITEM
Bituminous Materials (CRS-2)
Seal Coat Agg (CA-15/16)

BLUE MOUND RD
SEC. 04-07000-00-GM GR 2

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE | ENGINEERS | BENIACH | STEFFENS 3-D | ROWE |
|---------------|----------|------|------------|-------------|-----------|------------|--------------------|------------|
| On Road | 30,000 | Gal | \$0.98 | \$29,400.00 | ESTIMATE | Bid bond | Bid check # 001903 | |
| Furn & Spread | 1,200 | Ton | \$25.00 | \$30,000.00 | TOTAL | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| | | | | \$59,400.00 | | | \$0.85 | \$0.00 |
| | | | | | | | \$21.65 | \$0.00 |
| | | | | | | | \$25,350.00 | \$0.00 |
| | | | | | | | \$51,330.00 | \$0.00 |
| | | | | | | | | -100.00% |
| | | | | | | | | -13.59% |

ITEM
Bituminous Materials (CRS-2)
Cover Coat Agg (CA-14)
(Gravel Only)

CHENOA RD
SEC. 04-09000-00-GM GR 2

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE | ENGINEERS | BENIACH | STEFFENS 3-D | ROWE |
|---------------|----------|------|------------|-------------|-----------|------------|--------------------|------------|
| On Road | 18,000 | Gal | \$1.10 | \$19,800.00 | ESTIMATE | Bid bond | Bid check # 001878 | |
| Furn & Spread | 700 | Ton | \$19.00 | \$13,300.00 | TOTAL | UNIT PRICE | UNIT PRICE | UNIT PRICE |
| | | | | \$33,100.00 | | | \$0.91 | \$0.00 |
| | | | | | | | \$16.95 | \$0.00 |
| | | | | | | | \$11,865.00 | \$0.00 |
| | | | | | | | \$28,245.00 | \$0.00 |
| | | | | | | | | -100.00% |
| | | | | | | | | -14.67% |

ITEM
Bituminous Materials (PG 46-28)
Seal Coat Agg (CA-15/16)

CROPSY RD
SEC. 04-10000-00-GM GR 2A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond | STEFFENS 3-D Bid check # 001879 | ROWE Bid bond |
|------------------------------|---------------|----------|-------|------------|----------------|------------------|---------------------------------|---------------|
| Bituminous Materials (CRS-2) | On Road | 21,400 | Gal | \$0.98 | \$20,972.00 | \$0.87 | \$0.88 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Lead & Spread | 53,500 | Sq Yd | \$0.14 | \$7,450.00 | \$0.11 | \$0.13 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$28,462.00 | \$24,331.80 | \$25,519.50 | \$0.00 |
| | | | | | | -14.51% | -10.34% | -100.00% |

DALE RD
SEC. 04-11000-00-GM GR 2A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond | STEFFENS 3-D Bid check # 001880 | ROWE Bid bond |
|------------------------------|---------------|----------|-------|------------|----------------|------------------|---------------------------------|---------------|
| Bituminous Materials (CRS-2) | On Road | 23,600 | Gal | \$0.98 | \$23,128.00 | \$0.87 | \$0.90 | \$0.78 |
| Cover Coat Agg (CA-14) | Lead & Spread | 59,000 | Sq Yd | \$0.16 | \$9,440.00 | \$0.13 | \$0.13 | \$0.44 |
| | | | | | \$32,568.00 | \$28,013.20 | \$28,827.40 | \$44,368.00 |
| | | | | | | -13.99% | -11.49% | 36.23% |

DANVERS RD
SEC. 04-12000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond | STEFFENS 3-D Bid check # 001881 | ROWE Bid bond |
|----------------------------------|---------------|----------|------|------------|----------------|------------------|---------------------------------|---------------|
| Bituminous Materials, (PG 46-28) | On Road | 1,000 | Gal | \$1.10 | \$1,100.00 | \$1.13 | \$1.28 | \$1.06 |
| Bituminous Materials, (CRS-2) | On Road | 25,100 | Gal | \$0.98 | \$24,598.00 | \$0.87 | \$0.90 | \$0.78 |
| Bit Mail's Prime (MC-30) | On Road | 400 | Gal | \$2.50 | \$1,000.00 | \$1.80 | \$2.75 | \$2.54 |
| Cover Coat Agg, (CA-14) | Furn & Spread | 25 | Ton | \$33.00 | \$825.00 | \$29.45 | \$33.00 | \$31.00 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 1,050 | Ton | \$25.00 | \$26,250.00 | \$25.75 | \$21.75 | \$25.85 |
| | | | | | \$53,773.00 | \$51,382.45 | \$48,632.50 | \$50,349.00 |
| | | | | | | -4.45% | -9.56% | -6.37% |

JAWSON RD
SEC. 04-13000-00-GM GR 2A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid check # 170677 | STEFFENS 3-D Bid check # 001882 | ROWE Bid bond |
|------------------------------|---------------|----------|-------|------------|----------------|----------------------------|---------------------------------|---------------|
| Bituminous Materials (CRS-2) | On Road | 24,600 | Gal | \$0.98 | \$24,108.00 | \$0.67 | \$0.90 | \$0.00 |
| Seal Coat Agg (CA-14) | Lead & Spread | 59,500 | Sq Yd | \$0.16 | \$9,360.00 | \$0.13 | \$0.14 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$33,468.00 | \$28,816.20 | \$30,271.50 | \$0.00 |
| | | | | | | -13.90% | -9.55% | -100.00% |

DOWNS RD
SEC. 04-14000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond | STEFFENS 3-D Bid check # 001883 | ROWE Bid bond |
|----------------------------------|---------------|----------|------|------------|----------------|------------------|---------------------------------|---------------|
| Bituminous Materials, (PG 46-28) | On Road | 14,000 | Gal | \$1.10 | \$15,400.00 | \$0.92 | \$1.01 | \$0.83 |
| Cover Coat Agg (CA-14) | Furn & Spread | 50 | Ton | \$30.00 | \$1,500.00 | \$34.10 | \$38.75 | \$61.68 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 500 | Ton | \$22.00 | \$11,000.00 | \$29.15 | \$29.75 | \$28.00 |
| Bit Mail's Prime (MC-30) | On Road | 800 | Gal | \$2.50 | \$2,000.00 | \$1.50 | \$3.00 | \$1.58 |
| | | | | | \$29,900.00 | \$30,316.00 | \$33,352.50 | \$29,968.00 |
| | | | | | | 1.40% | 11.55% | 0.23% |

DRY GROVE RD
SEC. 04-15000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001884 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|------------------------------|---------------|----------|------|------------|----------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (CRS-2) | On Road | 29,200 | Gal | \$0.98 | \$28,616.00 | \$0.87 | \$0.88 | \$0.77 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 1,200 | Ton | \$24.00 | \$28,800.00 | \$24.25 | \$18.95 | \$25.85 |
| | | | | | \$57,416.00 | \$54,416.40 | \$48,436.00 | \$53,504.00 |
| | | | | | | -5.22% | -15.64% | -6.81% |

EMPIRE RD
SEC. 04-16000-00-GM GR 17

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | EMULSICOAT Bid check # 593952632 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|-----------------------|-------------|----------|------|------------|----------------|---|--------------------------------|
| Bit Seal Coat (CRS-2) | FOB @ Plant | 75,000 | Gal | \$0.75 | \$56,250.00 | \$0.67 | \$0.00 |
| | | | | | \$56,250.00 | \$50,250.00 | \$0.00 |
| | | | | | | -10.67% | -100.00% |

FUNK'S GROVE RD
SEC. 04-17000-00-GM GR 1

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001885 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|------|------------|----------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 8,000 | Gal | \$1.45 | \$11,600.00 | \$1.20 | \$1.28 | \$0.00 |
| Patch Seal Coat Agg (CA-15/16) | Furn & Spread | 310 | Ton | \$25.00 | \$7,750.00 | \$30.32 | \$28.80 | \$0.00 |
| | | | | | \$19,350.00 | \$18,998.20 | \$18,168.00 | \$0.00 |
| | | | | | | -1.81% | -0.94% | -100.00% |

GRIDLEY RD
SEC. 04-18000-00-GM GR 1A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001886 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|-------|------------|----------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 10,950 | Gal | \$1.40 | \$15,330.00 | \$1.20 | \$1.14 | \$0.00 |
| Patch Coat Agg (CA-15/16) | Load & Spread | 36,500 | Sq Yd | \$0.26 | \$9,490.00 | \$0.24 | \$0.24 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$24,820.00 | \$21,900.00 | \$8,723.50 | \$0.00 |
| | | | | | | -11.76% | -14.55% | -100.00% |

GRIDLEY RD
SEC. 04-18000-00-GM GR 2A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001887 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|------------------------------|---------------|----------|-------|------------|----------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (CRS-2) | On Road | 24,650 | Gal | \$0.98 | \$24,157.00 | \$0.87 | \$0.85 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Load & Spread | 61,600 | Sq Yd | \$0.14 | \$8,624.00 | \$0.11 | \$0.13 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$32,781.00 | \$28,024.35 | \$28,627.85 | \$0.00 |
| | | | | | | -14.51% | -12.67% | -100.00% |

HUDSON RD
SEC. 04-18000-00-GM GR 2A

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001888 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|-------|------------|----------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 21,000 | Gal | \$1.10 | \$23,100.00 | \$0.92 | \$0.90 | \$0.85 |
| Seal Coat Agg (CA-15/16) | Load & Spread | 70,000 | Sq Yd | \$0.14 | \$9,800.00 | \$0.11 | \$0.12 | \$0.26 |
| | | | | | \$32,900.00 | \$26,817.00 | \$27,278.00 | \$18,209.00 |
| | | | | | | -18.49% | -17.09% | -9.57% |

LAWDALE RD
SEC. 04-20000-00-GM GR 17

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | EMULSICOAT Bid Check # 593852630 | ROWE UNIT PRICE TOTAL |
|----------------|----------|------|------------|--------------------------|----------------------------------|-----------------------|
| FOB @ TWP Shed | 20,000 | Gal | \$0.75 | \$15,000.00 | \$0.73 | \$14,500.00 |
| | | | | | | \$0.00 |
| | | | | | | -100.00% |

ITEM
Bit Mem's Seal Coat (CRS-2)

LEXINGTON RD
SEC. 04-21000-00-GM GR 2

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond | ROWE UNIT PRICE TOTAL |
|---------------|----------|------|------------|--------------------------|------------------|-----------------------|
| On Road | 6,700 | Gal | \$1.10 | \$7,370.00 | \$0.92 | \$6,097.00 |
| On Road | 8,000 | Ton | \$0.98 | \$7,840.00 | \$0.88 | \$7,040.00 |
| Furn & Spread | 325 | Ton | \$25.00 | \$8,125.00 | \$21.93 | \$6,906.25 |
| Furn & Spread | 275 | Ton | \$23.00 | \$6,325.00 | \$19.04 | \$5,486.25 |
| | | | | \$29,660.00 | \$25,443.15 | \$0.00 |
| | | | | | | -14.22% |

ITEM
Bituminous Materials, (PG 46-28)
Bit Mat's (CRS-2)

Cover Coat Agg (CA-14)
Seal Coat Agg (CA-15/16)
(Gravel Only)

MARTIN RD
SEC. 04-22000-00-GM GR 2A

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond | ROWE UNIT PRICE TOTAL |
|---------------|----------|-------|------------|--------------------------|------------------|-----------------------|
| On Road | 38,100 | Gal | \$0.98 | \$37,338.00 | \$0.87 | \$33,032.70 |
| Load & Spread | 100,300 | Sq Yd | \$0.15 | \$15,045.00 | \$0.08 | \$12,036.00 |
| | | | | \$52,383.00 | \$40,866.10 | \$0.00 |
| | | | | | | -15.56% |

ITEM
Bituminous Materials (CRS-2)
Seal Coat Agg (CA-15/16)
(Crushed Limestone Only)

MCNEE CREEK RD
SEC. 04-23000-00-GM GR 2A

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond | ROWE UNIT PRICE TOTAL |
|---------------|----------|-------|------------|--------------------------|------------------|-----------------------|
| On Road | 15,000 | Gal | \$1.10 | \$16,500.00 | \$0.92 | \$13,650.00 |
| Load & Spread | 50,000 | Sq Yd | \$0.15 | \$7,500.00 | \$0.11 | \$5,400.00 |
| | | | | \$24,000.00 | \$19,155.00 | \$0.00 |
| | | | | | | -17.50% |

ITEM
Bituminous Materials (PG 46-28)
Seal Coat Agg (CA-15/16)

MOUNT HOPE RD
SEC. 04-24000-00-GM GR 2

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond | ROWE UNIT PRICE TOTAL |
|---------------|----------|------|------------|--------------------------|------------------|-----------------------|
| On Road | 18,000 | Gal | \$1.10 | \$19,800.00 | \$0.92 | \$16,920.00 |
| Furn & Spread | 700 | Ton | \$23.00 | \$16,100.00 | \$24.00 | \$17,775.00 |
| | | | | \$35,900.00 | \$33,306.00 | \$0.00 |
| | | | | | | -7.23% |

ITEM
Bituminous Materials (PG 46-28)
Seal Coat Agg (CA-15/16)

NORMAL RD
SEC. 04-25000-00-GM GR 2A

| DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond | ROWE UNIT PRICE TOTAL |
|---------------|----------|-------|------------|--------------------------|------------------|-----------------------|
| On Road | 15,600 | Gal | \$0.98 | \$15,288.00 | \$0.87 | \$13,525.20 |
| Load & Spread | 44,600 | Sq Yd | \$0.14 | \$6,244.00 | \$0.11 | \$4,816.80 |
| | | | | \$21,532.00 | \$18,342.00 | \$0.00 |
| | | | | | | -14.82% |

ITEM
Bituminous Materials (CRS-2)
Seal Coat Agg (CA-15/16)

OLD TOWN RD
SEC. 04-25000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001894 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|------------------------------|---------------|----------|------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (CRS-2) | On Road | 30,600 | Gal | \$0.99 | \$29,986.00 | \$0.97 | \$1.38 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 1,225 | Ton | \$23.00 | \$28,175.00 | \$25.95 | \$28.50 | \$0.00 |
| | | | | | \$58,163.00 | \$51,378.95 | \$77,140.50 | \$0.00 |
| | | | | | | 5.53% | 32.63% | -100.00% |

RANDOLPH RD
SEC. 04-27000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001895 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|------------------------------|---------------|----------|------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (CRS-2) | On Road | 29,700 | Gal | \$0.98 | \$29,106.00 | \$0.87 | \$0.95 | \$0.78 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 1,200 | Ton | \$23.00 | \$27,600.00 | \$20.60 | \$18.00 | \$22.13 |
| | | | | | \$56,706.00 | \$50,469.00 | \$21,600.00 | \$26,556.00 |
| | | | | | | -11.00% | -12.15% | -12.32% |

TOWANDA RD
SEC. 04-28000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001896 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 9,000 | Gal | \$1.10 | \$9,900.00 | \$0.92 | \$0.94 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 350 | Ton | \$23.00 | \$8,050.00 | \$25.28 | \$21.75 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$17,950.00 | \$17,101.00 | \$16,072.50 | \$0.00 |
| | | | | | | -4.73% | -10.46% | -100.00% |

LOWEST RD
SEC. 04-29000-00-GM GR 2A


| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001897 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|------------------------------|---------------|----------|-------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (CRS-2) | On Road | 22,800 | Gal | \$0.98 | \$22,344.00 | \$0.87 | \$0.90 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Lead & Spread | 60,000 | Sq Yd | \$0.15 | \$9,000.00 | \$0.11 | \$0.13 | \$0.00 |
| | | | | | \$31,344.00 | \$26,247.60 | \$28,320.00 | \$0.00 |
| | | | | | | -16.26% | -9.55% | -100.00% |

WHITE OAK RD
SEC. 04-30000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001898 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 8,000 | Gal | \$1.10 | \$8,800.00 | \$1.11 | \$0.98 | \$0.92 |
| Cover Coat Agg (CA-14) | Furn & Spread | 40 | Ton | \$33.00 | \$1,320.00 | \$33.35 | \$39.00 | \$43.11 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 275 | Ton | \$25.00 | \$6,875.00 | \$29.20 | \$25.60 | \$32.26 |
| Bit Mill's Prime (MC-30) | On Road | 500 | Gal | \$2.50 | \$1,250.00 | \$1.80 | \$2.75 | \$1.64 |
| (Gravel Only) | | | | | \$18,245.00 | \$19,120.00 | \$17,815.00 | \$18,775.90 |
| | | | | | | 4.80% | -2.36% | 2.91% |

YATES RD
SEC. 04-31000-00-GM GR 2

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | BENIACH Bid bond UNIT PRICE TOTAL | STEFFENS 3-D Bid check # 001899 UNIT PRICE TOTAL | ROWE Bid bond UNIT PRICE TOTAL |
|---------------------------------|---------------|----------|------|------------|--------------------------|-----------------------------------|--|--------------------------------|
| Bituminous Materials (PG 46-28) | On Road | 28,200 | Gal | \$1.10 | \$31,020.00 | \$0.87 | \$0.90 | \$0.00 |
| Seal Coat Agg (CA-15/16) | Furn & Spread | 1,100 | Ton | \$19.00 | \$20,900.00 | \$15.06 | \$17.75 | \$0.00 |
| (Crushed Limestone Only) | | | | | \$51,920.00 | \$41,015.40 | \$19,525.00 | \$0.00 |
| | | | | | | -21.00% | -13.51% | -100.00% |

| | | | | | |
|-------------------------------|---|---------------------------|-----------|----------------|------------------|
| Local Agency McLean County |  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Section 00-22136-00-BR | | | |
| | | Fund Type BRP | | | |
| | | 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 Monroe Bridge Route TR 221A Length 650 feet

Termini The improvement is located on Township Road (TR 221A) over a branch of the Mackinaw River, 2.0 miles south of Colfax in McLean County, in the SE 1/4, Sec. 14, T 24 N, R5E, 3rd P.M.

Current Jurisdiction Martin Road District

Project Description

Existing Str. No. 057-5016

The improvement consists of removing and replacing the existing deficient structure. The project begins at Sta. 7+00 approximately 1/4 mile west of the S.W. corner of Section 13 and extends west a distance of 650 feet to Sta. 13+50. The proposed structure will consist of a three span continuous reinforced concrete slab bridge on new integral pile bent abutments and new pile bent piers. The proposed structure will be located at Sta.9+95 and will have a 28'-0" roadway and a 0° skew. The continuous reinforced concrete slab bridge shall have spans 22'-0", 28'-0", and 22'-0". The structure will have side mounted Type S1 railing utilizing off-the-deck drainage. The approach roadway shall be constructed to a 20 foot surface and four foot shoulders for a total roadway width of 28 feet. The typical section shall have 3:1 slopes. The improvement shall be located on the existing horizontal alignment and slightly raised vertical alignment. Approach guardrail will be provided at the bridge approach corners.

| Type of Work | Division of Cost | | | | | | Total |
|--------------------------------|-------------------|--------|-----------|-----|------------------|--------|-------------------|
| | FHWA | % | State | % | LA | % | |
| Participating Construction | 164,000 | (80) | () | () | 41,000 | (20) | 205,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| TOTAL | \$ 164,000 | | \$ | | \$ 41,000 | | \$ 205,000 |

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-X-LA's 41,000 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-93-119-01 | BROS-113(23) | | | | |

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.

| | |
|-------------------------------|---------------------------|
| Local Agency McLean County | Section 00-22136-00-BR |
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- (14) 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.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (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.
- (17) 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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) 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 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.

| | |
|-------------------------------|---------------------------|
| Local Agency McLean County | Section 00-22136-00-BR |
|-------------------------------|---------------------------|

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 (31 U.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.

ADDENDA

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

Number 1 Location Map #2 Jurisdictional Addendum

(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 Mr. Michael Sweeney

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

Signature 

Date 3-16-04

APPROVED

State of Illinois
Department of Transportation

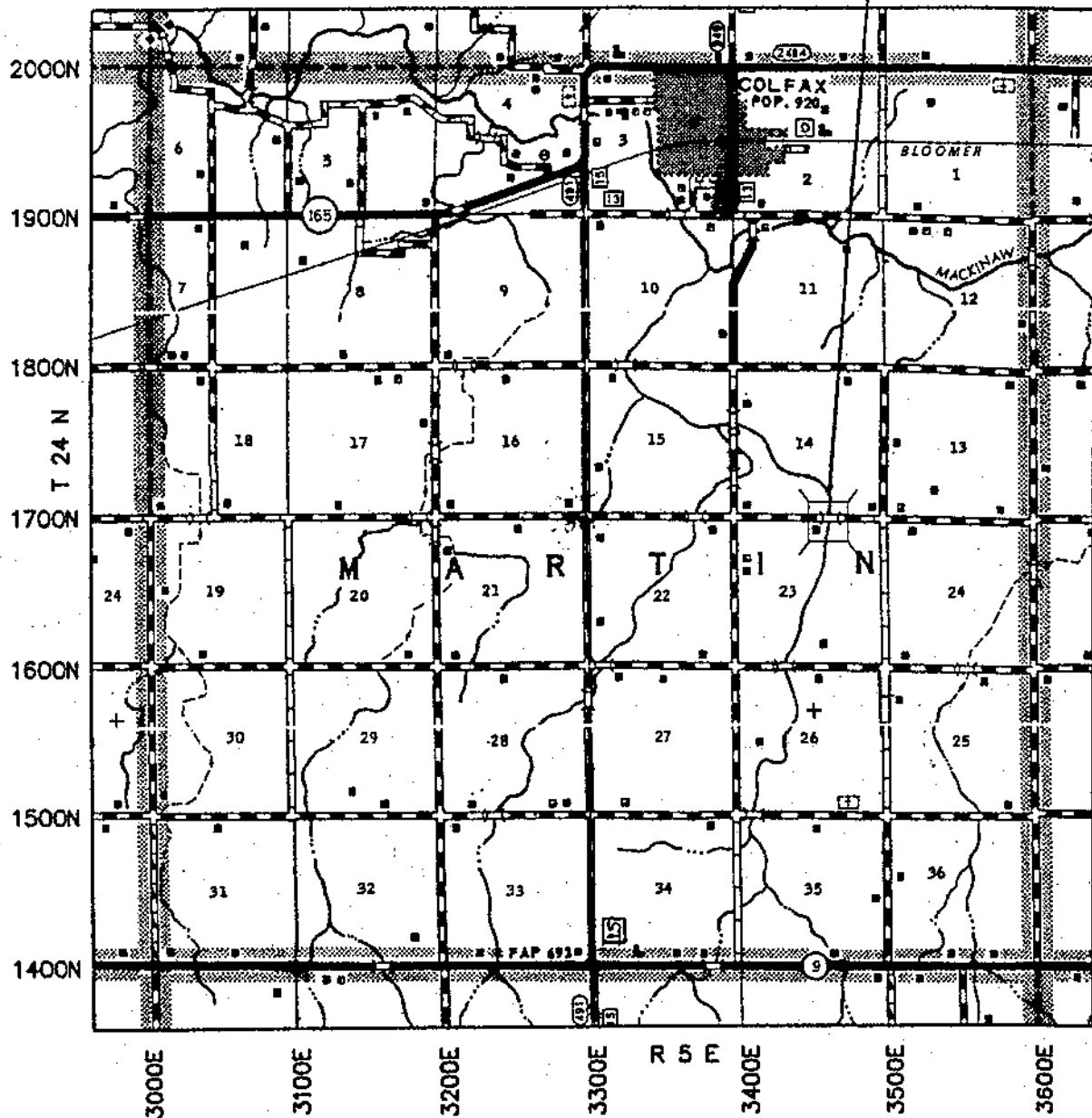
By _____
Director of Highways

Date _____

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 00-22136-00-BR |

PROPOSED STRUCTURE



R 5 E OF 3rd P.M.
EXISTING S.N. 057-5016
PROPOSED S.N. 057-5035

T.R. 221A
SEC. 00-22136-00-BR
MARTIN R.D.
McLEAN COUNTY

ATTACHMENT 1

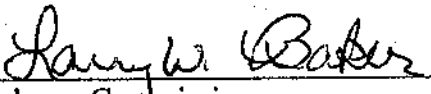
Jurisdictional Addendum

McLean County
Martin Road District

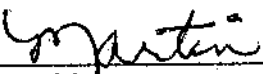
Section 00-22136-00-BR
Project No. BROS 113 (23)

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY
2. To retain jurisdiction of the completed improvement
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and the FHWA, the completed improvement.



Highway Commissioner



Township

Attachment #2



PJ Keller Highway

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) 8, beginning at a point near the N. W. Corner of the N. E. 1/4 of Section 1, T25N, R2E, of the 3rd P.M. (Approximately 950' East of the Lake Bloomington Spillway Bridge) and extending along said route(s) in a(n) West/South-Westerly direction to a point near the N.E. Corner of the N.W. 1/4 of Section 12, T25N, R3E, of the 3rd P.M. (Interstate 55 Interchange), a distance of approximately 6.4824 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items (Describe in general terms)

and shall be designated as Section 99-00046-11-RS 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"); and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Sixty Thousand dollars, (\$260,000.00)

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

3/24/04 Date

Department of Transportation

Diana O'Keefe 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 March 17, 2004 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 16 day of March A.D. 2004 (SEAL) Peggy Ann Milton County Clerk

| | | | | | |
|--------------------------------------|---|----------------------------------|-----------|----------------|------------------|
| Local Agency McLean County |  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Section 99-00046-11-RS | | | |
| | | Fund Type STR | | | |
| | | 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 PJ Keller Highway (C.H. 8) Route FAS 473 Length 6.4824 Miles

Termini Approximately 950' East of the Lake Bloomington Spillway Bridge on the West end and Interstate 55 on the East end

Current Jurisdiction McLean County

Project Description

Existing Str. No. 057-5103

Resurfacing with the construction of leveling binder, area reflective crack control, 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 | 1,040,000 | (80) | () | () | 260,000 | (20) | 1,300,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| TOTAL | \$ 1,040,000 | | \$ | | \$ 260,000.00 | | \$ 1,300,000 |

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 \$260,000 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-93-063-04 | SR-473(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.

Local Agency
McLean County

Section
99-00046-11-RS

- (14) 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.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (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.
- (17) 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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) 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 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.

| | |
|-------------------------------|---------------------------|
| Local Agency McLean County | Section 99-00046-11-RS |
|-------------------------------|---------------------------|

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.

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 _____

APPROVED

State of Illinois
Department of Transportation

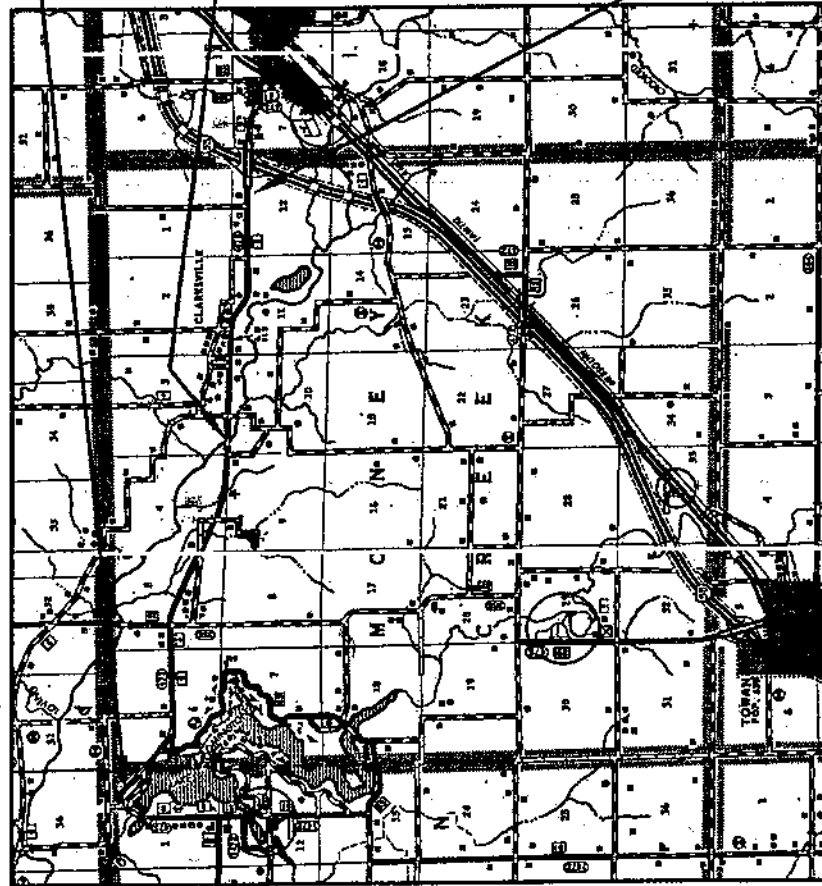
By _____
Director of Highways

Date _____

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 99-00046-11-RS |

LOCATION MAP
SECTION 99-00046-11-RS



BEGINNING STA: 59+68

BRIDGE OMISSION
STA: 265+59.93 TO
STA: 268+83.07

ENDING STA: 405+18

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Illinois State University, Department of Agriculture in case 04-02-SU, parcel number (08) 03-33-300-001. They are requesting a special use to allow a livestock manure and landscape waste composting facility and a waiver of the parking requirement and food scrap restriction requirement and to also lower the setback requirement from 200 feet to 20 feet in the Agriculture District on property which is part of Section 33, Township 26N, Range 4E of the 3rd P.M.; and is located in Chenoa Township approximately 3/8 mile east of 2550 East Road and approximately 1/2 mile south of 2700 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 2, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 15 acre property is currently used for crop production on the ISU Farm. The topography of the property is relatively flat and drains to the southwest. The property has 1700 feet of frontage on the east side of 2550 East Road which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District and is surrounded by land in the Agriculture District. The property is surrounded by land in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to move the ISU composting facility from Normal to their farm located outside of Lexington. The nearest single family residence is 1,584 feet to the northwest of this composting facility. The applicant is requesting to waive the requirement that would forbid food scraps from processing at this site. The applicant has indicated that this facility uses collected food waste from the University residence dining hall centers in the compost which does not cause a health hazard. The food waste is mixed with manure, wood chips, leaves and other vegetative waste.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property to the north, west, and south that is currently in crop production will continue to be desirable for such use. The applicant is requesting a setback from the north property line of 20 feet instead of the 200 feet that is required. The property owner to the north that is adjacent to this composting facility has indicated that he is okay with the proximity of the site to his property.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 1700 feet of frontage on the east side of 2550 East Road. The applicant is requesting to waive the paving requirements for this facility which staff agrees is unnecessary if adequate dust control is provided.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The applicant has obtained an entrance permit from the Chenoa Township Road Commissioner for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a livestock manure and landscape waste composting facility and a waiver of the parking requirement and food scrap restriction requirement and to also lower the setback requirement from 200 feet to 20 feet in the Agriculture District according to the plans and testimony as presented.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, none opposed and Members Finnigan and Elble were absent.

Respectfully submitted this 2nd day of March 2004, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Tony Wheet
Kevin Jacobs, Alternate
David Kinsella
Jerry Hoffman
Michael Kuritz

APPLICATION FOR IEPA AND
LOCAL SITING APPROVAL OF THE
ISU FARM-LEXINGTON COMPOST
FACILITY

JANUARY 2004
SITE LOCATED NEAR LEXINGTON,
ILLINOIS

Submitted by:
Illinois State University
Department of Agriculture
Normal, Illinois

Prepared by:
Paul Walker, Professor
Illinois State University



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276

RENEE CIPRIANO, DIRECTOR

CERTIFICATION OF SITNG APPROVAL (LPC-PA8)

Name of Applicant: Illinois State University, Department of Agriculture

Address of Applicant: 5020 AGR Normal, IL 61790-5020

Name of Site: ISU Farm Lexington Compost Facility

Site Information: Nearest City: Lexington County: McLean

1. On March 16, 2004, the County Board of (governing body of county or municipality)

McLean County approved the site location suitability of Lexington (county or municipality) (name of site)

as a new pollution control facility in accordance with Section 39.2 of the Illinois Environmental Protection Act, Ill. Rev. Stat., ch. 111 1/2, Section 1039.2.

2. The facility was approved for the following activities:

waste storage (), landfill (), waste disposal (), waste transfer station ()
waste treatment (x), waste incinerator (). compost site (x)

3. Attached to this certification is a true and correct statement of the legal description of the site as it was approved by the aforementioned local governing body.

4. Attached to this certification is a true and accurate statement of conditions, if any, under which the approval was provided. (Note: These conditions are provided for information only to the IEPA. The IEPA is not obligated to monitor or enforce local conditions.)

5. The undersigned has been authorized by the County Board of (governing body of county or municipality)

McLean County to execute this certification on behalf of McLean County (county or municipality) (county or municipality)

NAME: _____

TITLE: Chair

SUBSCRIBED AND SWORN TO BEFORE ME
this ____ day of _____, 19__

Notary Public

jah002892p.doc

IL 532.1429
LPC 218 Rev. Apr. 96

GEORGE H. RYAN, GOVERNOR

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Issues Management Center.

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Kevin Neisen, in case SU-04-03, parcel number (13) 29-04-400-002. He is requesting a special use to allow a planned development to include the existing contractor's office and shop and a separate landscape maintenance and installation business in the Commercial District in a separate building and is located in Downs Township at 7095 Shaffer Drive, Downs, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 2, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 10.5 acre property is used as a contractor's office and shop. The topography of the property is relatively flat. The property has 410 feet of frontage on the west side of Shaffer Drive which is an oil and chip road 15 feet in width.

SURROUNDING ZONING AND LAND USE: The property to the north and east is in the C-2 General Commercial District in the Village of Downs. The property to the south is in the Commercial District in the unincorporated area of the County. The property to the west is in the R-1 Single Family Residence District in the County. The land to the north and west is vacant. The land to the east is used as a self storage unit facility. A single family dwelling is located to the south.

BACKGROUND: The Zoning Ordinance allows multiple principal uses in a single building in the Commercial District; it allows a single principal use in multiple buildings; but it does not allow multiple principal uses in multiple buildings. In this case, the applicant wants to establish a second principal use in a separate building.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant owns "Neisen Lawn & Landscaping" and is proposing to locate his business in an existing building owned by "True Line" on a property located near the Interstate I-74 interchange near Downs. The applicant proposes to store mowers, tractors, tillage equipment, trailers, trucks, and miscellaneous landscaping equipment in this building. The applicant has indicated there will be no retail sales and limited outside storage of equipment and material at this location.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding properties located in the Commercial District will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that can be developed for commercial uses will continue to be suitable for such purposes.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well in order to provide water for cleaning of equipment. The property has approximately 410 feet of frontage on the west side of Shaffer Drive.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the C-Commercial District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the C-Commercial District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a planned development to include the existing contractor's office and shop and a separate landscape maintenance and installation business in a separate building in the Commercial District according to the plans and testimony as presented.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, none opposed and Members Finnigan and Elble were absent.

Respectfully submitted this 2nd day of March 2004, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
Kevin Jacobs, Alternate
David Kinsella
Jerry Hoffman
Michael Kuritz

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF P.A. "SUE" BERGLAND
AS A MEMBER OF THE McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**

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

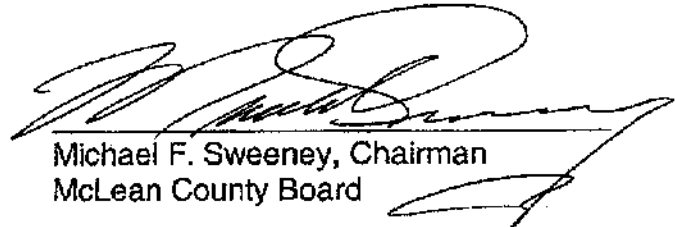
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P.A. "Sue" Berglund as a member of the McLean County Economic Development Council for a term of three years to expire on April 1, 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 P.A. "Sue" Berglund.


Adopted by the County Board of McLean County, Illinois, this 16th day of March, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Renner/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.

APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:
Member Owens presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Calvary Baptist Academy Junior High School boys' basketball team during the 2003-2004 basketball season; and

WHEREAS, the Calvary Baptist Academy Junior High boys' basketball team finished the regular season as Conference champions with a regular season record of 9 wins and 4 losses; and

WHEREAS, the Calvary Baptist Academy Junior High School boys' basketball team recently participated in the Junior High School Boys' Basketball Tournament and went on to win the Junior High School Boys' Basketball State Championship; and

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Calvary Baptist Academy Basketball Coaches Mark Maloney and Mark Campbell and Team Members: Josh McCorkle, Stefan Brooks, Jared Cook, Jared Miller, Alex Seubert, David Shelton, Derek Cochran, Josh Borsi, Aaron Albee, Paul Gordon, and Jared Schaffer, now, therefore,

BE IT RESOLVED by the McLean County Board that the student athletes and coaching staff of the Calvary Baptist Academy Junior High School boys' basketball team are to be congratulated on winning the State Championship and on an outstanding season.

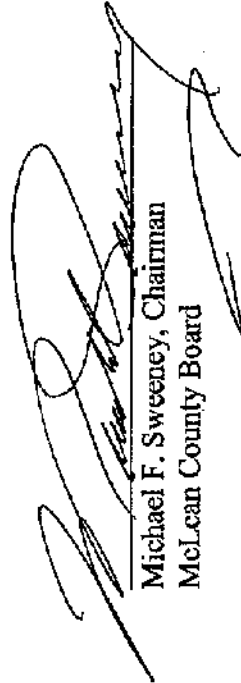
ADOPTED by the McLean County Board this 16th day of March, 2004.

ATTEST:


Peggy Ann Milton

Clerk of the McLean County Board
McLean County, Illinois

ADOPTED:


Michael F. Sweeney, Chairman
McLean County Board

Member Owens stated the following: it is my honor to be here today to honor these young men from my alumni school. Member Owens then read the Resolution. Coach Maloney stated the following: at the beginning of the season I was by myself in my coaching duties and then Mark Campbell, the old pro, came along and helped me out. When we got to the championship game, he leaned over to me and said, you know I've never lost a championship game. At one point, we were down by fifteen points so we came back and actually if you look at our free throw percentage we should have lost the game – in the fourth quarter I think we were one for ten from the free throw line. On behalf of the team and the school we appreciate this and thank you for your time.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice Chairman, stated the following: the Executive Committee brings no items for action this morning but our General Reports can be found on pages 29-40 of your packet. Member Segobiano stated the following: I just wanted to call the Board's attention to pages 39 and 40 regarding Bloomington-Normal Airport Authority. Would it be improper to ask them to include their consent agenda along with their minutes so that we can make some sense of what these pages are supposed to be? I was looking for a particular item, in fact I was scanning the newspaper hoping there would be some information in regards to a settlement, but neither the newspaper nor these minutes gave me any indication that anything took place. We do have two representatives to that board and should be entitled to more information than what is contained on this sheet of paper. Chairman Sweeney stated the following: we have run that by them and their attorney has indicated that this is appropriate for us. Member Selzer stated the following: I would echo Member Segobiano's comments and ask that our attorney talk to their attorney and tell them we find this totally unacceptable. When you try to find something, there is nothing there at all. Chairman Sweeney stated the following: we can do that. I am sure that what Member Segobiano was looking for was some information about the money that is owed to us. That will be brought up at the Transportation Committee in April. Member Bass stated the following: I think it might please the entire Board to know that those minutes are from January 8, 2004 and I think that since that time there have been some wheels turning. We are working on it, slowly. Chairman Sweeney stated the following: I was going to indicate that Member Bass is right, we have had many discussions with them. There is no question about that and we are trying to move forward with this.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:



FAX MEMORANDUM

Project: Restoration and Renovation of the Dome and Roof Areas of

The McLean County Museum of History.

Pages: 1

To: Jack Moody
Director of Facilities Manager, McLean County
McLean County Law and Justice Center
104 W. Front Street
Bloomington, Illinois 61702-2400

From: Jim Romba
Date: March 11, 2004
Subject: Extension of Project Bid to April 28, 2004
Phone: 309-888-5209 Fax

Original Copy: Will not follow
Will follow by _____ Regular mail XXX Other:

This letter confirms that KAJIMA CONSTRUCTION SERVICES, INC. will extend their bid for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History until April 28, 2004. The final bid includes my response letters of 2-13-04 and 2-23-04 directed to Jeff Koerber, RA, Wiss, Janney, Elistner Associates, Inc. If an increase in costs for materials or labor rates occur during this extension, these costs will be itemized and forwarded to W,J,E as additional charges to the final contract amount. KCS requests a meeting with all parties to review the bid and to discuss final contract terms. Please contact me with a tentative meeting date for contract review. Please let me know if there are additional questions or comments on this matter.

Jim Romba
Project Manager
CC: file

100 N. Mitsubishi Motorway
Normal, IL 61761
Tel: (309) 451-3215 ext.301 • Fax: (309)454-6818



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Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: Fax

To: Jack Moody
(jack@mclean.gov) Facilities Manager, McLean County

From: Jeff Koerber

Date: 16 February 2004

Project: Restoration and Renovation of the Dome and Roof Areas of the
McLean County Museum of History located at the Old McLean County Courthouse
WJE No. 2001.3337

Subject: Response to questions on contractors' bids

Summary

Following the request of the Property Committee on 5 February 2004 to review the bids received on 28 January 2004 and recommend an apparent low bidder, WJE contacted the three general contractors (P.J. Hoerr, Felmley-Dickerson, and Kajima) to respond to specific questions regarding their costs submitted on the Bid Form included in WJE's construction documents dated 25 November 2003. Our questions were intended to verify that the bidders have a correct understanding of the scope of work as described in the contract documents, as well as determine why some of the bidders' responses varied widely.

All three contractors were able to provide satisfactory answers to clarify the variations. The apparent low bidder for the project is Kajima Construction Services, with a Base Bid total of \$840,735.00. This judgment is based on objective comparison of the Base Bid price and our review of the Package Prices and Unit Costs to determine that the bidder has sufficient understanding of the scope of work as contained in the contract documents. Inclusion of alternates, selected on the basis of priority of work, does not affect who is the low bidder, and is discussed below.

We understand that the Property Committee is in the process of determining if additional budget can be allocated to allow the project to proceed as contained in the bid documents. We recommend that sufficient funds be obtained to allow acceptance of Alternates No. 1, 2, 3, 4, 5, and 7 in addition to the Base Bid. In addition to the budget amount necessary to accept the Base Bid and selected alternates listed above, we also recommend that a construction contingency of 15 percent minimum be included. Based on the Base Bid alone submitted by Kajima, the total construction budget amount should be \$966,845.00. The total construction budget for Kajima of Base Bid plus Alternates No. 1, 2, 3, 4, 5, and 7 should be \$1,171,480.00.

Should only part of the additional funding be obtained, then we would first ask you and the Property Committee if it is permissible to negotiate with the apparent low bidder to bring the project within the available budget. Because of the cost breakdowns obtained on the Bid Form and clarifications outlined in this memo, WJE has sufficient information from each of the bidders to be able to assist McLean County in this negotiation. If no additional funding can be allocated, then the contract documents should be revised and the project rebid.

Contractor Responses

WJE prepared a memo for each of the three general contractors submitting bids for the project. Copies of these memos are attached. All three contractors were asked the following questions:

1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
3. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form. Please explain what is included in this unit price.
4. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form. Please explain what is included in this unit price.
5. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form. Please explain what is included in this unit price.
6. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form. Please explain what is included in this unit price.
7. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form. Please explain what is included in this unit price.

The purpose of questions 1 and 2 was to determine how closely the contractors based their bids on the drawings and technical specifications. For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions were asked to ascertain if there were any other deviations in the submitted bids. Questions 3 through 7 were meant to determine the reasons for differences in the unit prices between the three bidders.

Additional questions specific to each of the three bidders, along with their responses, are provided below. Contractors were given the option of either discussing their responses by telephone with Jeff Koerber of WJE or in writing. The responses from P.J. Hoerr and Felmley-Dickerson were relatively straightforward, and were discussed with Mr. Koerber by telephone on Friday, 13 February 2004. Kajima responded in writing with a memo forwarded to Mr. Koerber by fax and e-mail on 13 February. A copy of the memo from Kajima is attached.

P.J. Hoerr

P.J. Hoerr submitted a Base Bid of \$1,048,700.00, the highest of the three submitted. In response to questions 1 and 2 outlined above, Mr. Andy Kaufman of P.J. Hoerr stated that their bid included a construction cost contingency of 10 percent.¹ If this contingency amount was removed from their base bid amount, P.J. Hoerr's Base Bid would be \$953,364.00, which is still the highest of the three bids. Mr. Kaufman also stated that the price for Alternate No. 1 was based on the proposal they received from a product supplier whose recommendation included replacement of the clock mechanism and the clock faces. The contract documents prepared by WJE included reinstallation of the existing clock mechanism

¹ The contract documents did not include as part of the contractor's bid a requirement to include a construction cost contingency. Typically, it is the task of the owner to include contingency in the construction budget. If P.J. Hoerr's bid was the lowest, the issue of their inclusion of contingency in their bid would require additional examination. Since their bid was the highest, even with the exclusion of the contingency amount, the issue is moot.



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Response to questions
16 February 2004
Page 3

under Alternate No. 1 and rehabilitation of the clock faces under the Base Bid. Since the product supplier's proposal was received only a short time before the bid opening, P.J. Hoerr was unable to discuss the differences in the scope of work with WJE. (Our recommendations for the scope of work to be included under Alternate No. 1 remains as stated in the contract documents).

In response to the questions on Unit Prices, Mr. Kaufmann stated that these were supplied by their masonry subcontractor, but that these price figures do not include general condition costs. (See discussion for Kajima.) WJE did not have any additional questions on the bid submitted by P.J. Hoerr.

Felmley-Dickerson

Felmley-Dickerson submitted a Base Bid of \$943,000.00, the middle of the three bids. In response to questions 1 and 2, Mr. David Peel of Felmley-Dickerson restated the same scenario for their inclusion of a different scope of work for Alternate No. 1 as P.J. Hoerr. Their bid did not include a construction cost contingency.

In response to the questions on Unit Prices, Mr. Peel stated that these were supplied by their masonry subcontractor (the same one as quoted by P.J. Hoerr), and that these price figures do not include general condition costs.

As discussed at the Property Committee meeting on 5 February 2004, the Package Prices submitted by Felmley-Dickerson were significantly higher than those of the other two bidders. WJE asked Felmley-Dickerson to respond to the following additional questions:

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$647,800.00. Please explain what is included in this package price.
2. The package price for item 4, "repair of the limestone dome drum cladding (Base Bid only)," is stated on your bid form as \$338,400.00. Please explain what is included in this package price.
3. The package price for item 6, "repair of roof edge limestone balustrade (Base Bid only)," is stated on your bid form as \$223,900.00. Please explain what is included in this package price.

The response from Felmley-Dickerson was that their package prices differ in significant assumptions than the other two bidders. Felmley-Dickerson assumed that the package prices should include all labor, material, and general conditions (access, overhead, profit, etc.) costs if the scope of work described by the package price title were performed exclusive of all other work, i.e., as if that were the entire scope of work of a separate project. With this approach, general condition costs that are shared by the dome roofing and dome drum masonry work, for example, is counted twice. WJE had intended that the Package Prices should be approached as if they are still part of the overall scope of work, and that the general conditions costs would be shared. By distributing general conditions costs, the package prices submitted by Felmley-Dickerson are actually more in line with the other two bidders.

Kajima

Kajima submitted a Base Bid of \$840,735.00, the lowest of the three Base Bids. In response to question 1, Mr. Jim Romba stated in a memo (see attachment) that the no costs were included in the bid that were not addressed by the contract documents prepared by WJE. In response to question 2, Mr. Romba states that the Package Prices and Unit Costs and do not include all general condition items. We discussed this issue further with Mr. Romba by telephone on 16 February 2004. We requested that Mr. Romba verify what was and what was not included in the Unit Costs in particular and respond to WJE as soon as possible. Since comparison of Package Prices and Unit Costs does³⁸ determine the low bidder, this exclusion of



these costs does not affect our recommendation. However, these items would need to be resolved during negotiation of the construction contract for the schedule of values for project pay requests.

The Package Price for "repair and replacement of dome and lantern roofing" was stated by Kajima as \$2,080.00, which appeared to be an error. In response to our question on this, Mr. Romba confirmed that this cost was not transcribed correctly, and that the correct cost is \$235,800. This correction does not, however, change the Base Bid figure submitted by Kajima.

Alternates

Although at first glance the prices submitted by the bidders for alternate scope of work items appear to diverge significantly, our review found them to be consistent with the Base Bid and other price information submitted by each general contractor. As stated above, the costs for Alternate No. 1 submitted by P.J. Hoerr and Felmley-Dickerson were not based on the contract documents. As stated in the attached memo, the cost submitted by Kajima does not include all of the items included in the contract documents (the cost of the bell strike mechanism is not included). Kajima's final cost for Alternate No. 1 needs to be resolved. The total cost of Alternate No. 1, however, will likely be relatively small in comparison to the overall project.

Alternates No. 2 through 5 address implementation of dome drum masonry repairs in lieu of stabilization work outlined in the Base Bid. These are desirable alternates to accept, since the scaffolding to access the dome roof can be designed to allow access to the dome drum. Alternates No. 6, 7, and 8 are of lesser priority than Alternates No. 1 through 5. If possible, however, it would be desirable to include a portion of or all of Alternate No. 7, which calls for the repair of the existing cornice gutter membrane lining. This item is potentially susceptible to damage during implementation of the repair work on the dome and dome drum.

If the Property Committee can obtain additional funds to move ahead with the project, we recommend that sufficient funds be obtained to allow that Alternates No. 1, 2, 3, 4, 5, and 7 be accepted. Shown below are the totals for the three contractors if these alternates are accepted. Note that Kajima still remains the apparent low bidder.

| Bid from: | P.J. Hoerr | Felmley-Dickerson | Kajima |
|-----------------|----------------------------|------------------------|------------------------|
| BASE BID | \$ 953,364.00 ² | \$ 943,000.00 | \$ 840,735.00 |
| Alternate No. 1 | ? ³ | ? ³ | 6,500.00 |
| Alternate No. 2 | 85,000.00 | 46,300.00 | 80,878.00 |
| Alternate No. 3 | 14,000.00 | 5,000.00 | 2,936.00 |
| Alternate No. 4 | 57,000.00 | 22,200.00 | 61,070.00 |
| Alternate No. 5 | 74,000.00 | 28,600.00 | 23,160.00 |
| Alternate No. 7 | 11,000.00 | 3,900.00 | 3,400.00 |
| TOTAL | \$ 1,194,364.00 | \$ 1,049,000.00 | \$ 1,018,679.00 |

² This is an adjusted "Based Bid" that eliminates the contingency included by P.J. Hoerr.

³ The cost proposal as submitted by P.J. Hoerr and Felmley-Dickerson is not included to allow a fairer comparison in costs.



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Response to questions
16 February 2004
Page 5

Construction Budget

In addition to the budget amount necessary to accept the Base Bid and selected alternates as listed above, we also recommend that a construction contingency of 15 percent minimum be included. Based on the Base Bid figure submitted by Kajima, the total construction budget amount should be \$966,845.00. The total construction budget for Base Bid plus Alternates No. 1, 2, 3, 4, 5, and 7 should be \$1,171,480.00.

Should only part of the additional funding be obtained, then we would first ask you and the Property Committee if it is permissible to negotiate with the apparent low bidder to bring the project within the available budget. Because of the cost breakdowns obtained on the Bid Form and clarifications outlined in this memo, WJE has sufficient information from each of the bidders to be able to assist McLean County in this negotiation. If it is not permissible to perform this negotiation, then the contract documents should be revised to reflect the available budget (using the cost information on the bids already obtained) and the project rebid.

If no additional funding can be allocated for this project, then the most promising course of action is to limit the scope of repair work. There is sufficient budget in the original grant amount to perform the most critical masonry work at the dome drum and balustrade. To meet the qualifications of the grant, we understand from Mr. Greg Koos that an amendment would be necessary, which would take at least four months. WJE has sufficient information from the apparent low bidder to assist McLean County in negotiating the final construction amount. It would be better, however, to rebid the project in order to obtain the most competitive pricing.

Please contact us if you have any questions.

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee

MEMORANDUM

Via: Fax
To: Andy Kaufman P.J. Hoerr, Inc. (309) 888-9556
From: Jeff Koerber
Date: 10 February 2004
Project: Old McLean County Courthouse
WJE No. 2001.3337
Subject: Bid opening results, 28 January 2004

We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
 2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids are submitted.

- II. Package Prices. (No questions are being asked regarding the bidder's package prices)

III. Unit Prices. The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$220.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$1,300.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$570.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$750.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$310.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.



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Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: Fax
To: John Meek Felmley-Dickerson Co. (309) 828-5528
From: Jeff Koerber
Date: 10 February 2004
Project: Old McLean County Courthouse
WJE No. 2001.3337
Subject: Bid opening results, 28 January 2004

We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
 2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids as submitted.

- II. **Package Prices.** The Bid Form states the following regarding the requested package prices:

Lump sum costs shall be provided on the following categories of work as described in the Drawings and Project Manual. The package price shall include the cost of all materials, labor, equipment,

scaffolding, taxes, overhead, profit, etc. that are necessary to perform the work and/or to install items as specified in the drawings and specifications.

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$647,800.00. Please explain what is included in this package price.
2. The package price for item 4, "repair of the limestone dome drum cladding (Base Bid only)," is stated on your bid form as \$338,400.00. Please explain what is included in this package price.
3. The package price for item 6, "repair of roof edge limestone balustrade (Base Bid only)," is stated on your bid form as \$223,900.00. Please explain what is included in this package price.

III. Unit Prices. The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$202.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$1,202.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$528.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$696.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$238.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.



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Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: Fax
To: Jim Romba Kajima Construction Services (309) 454-6818
From: Jeff Koerber
Date: 10 February 2004
Project: Old McLean County Courthouse
WJE No. 2001.3337
Subject: Bid opening results, 28 January 2004

We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
 2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids as submitted.

- II. Package Prices. The Bid Form states the following regarding the requested package prices:

Lump sum costs shall be provided on the following categories of work as described in the Drawings and Project Manual. The package price shall include the cost of all materials, labor, equipment,

scaffolding, taxes, overhead, profit, etc. that are necessary to perform the work and/or to install items as specified in the drawings and specifications.

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$2,080.00. Please explain what is included in this package price.

III. Unit Prices. The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$2,792.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$2,528.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$2,528.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$2,746.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$1,900.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.



**KAJIMA
CONSTRUCTION
SERVICES INC.**

2001-3337
JPK

FAX MEMORANDUM

Project: McLean County Courthouse **Pages:** 2
WJE No. 2001.337

To: Jeff Koerber
Wiss, Janney, Elistner Associates, Inc.

From: Jim Romba

Date: February 13, 2004

Subject: WJE 2-10-04 Memo on McLean County Courthouse Project

Phone:

Original Copy: Will not follow XXX
Will follow by _____ Regular mail Other:

Jeff,

Please review the following response to your 2-10-04 memo concerning the McLean County Courthouse Restoration and Renovation Project. If you have any further questions or comments, please forward them to my attention.

Section I. Questions

1. At this time I am not aware of any items included in the bid that were not addressed in the bid documents.
2. Several items were addressed in the bid documents but not listed in KCS's bid. These excluded items are as follows:
 - a. No sales tax was included as most of this cost would be generated by the replacement of existing materials with new. This cost would be provided if requested.
 - b. No scaffold cost or crane costs were included in the other package prices. These package prices 2 to 6 included all materials, labor, profit and over head for the subcontractor. These prices did not include KCS's additional profit and overhead fee. These costs also did not include sales tax. The scaffold cost and crane cost was included in the over all price submitted to WJE, but not in this section.
 - c. No crane costs were included in the unit pricing. Without direction as to quantity and location, no estimate was possible.
 - d. No price was received at bid time for the supply and installation of a new flag pole for alternate # 6. The listed price only dealt with the credit for not cladding the existing with metal.

FAX MEMORANDUM

Reply to WJE 2-10-04 Memo
Page 2 Dated 2-13-04

e. No KCS overhead and profit was included in the package pricing. Revised costs will be sent if requested.

f. Alternate No.1 included only the electrical work as described on Plan Sheet EI, Electrical Notes #2.A, 2.B, and 2.C. I had requested a bid from the listed contractors in the specification for clock repair and replacement, including cost for the reuse or replacement of the various items. I not received this information at bid time. I will supply this cost if requested.

g. Alternative No. 2 included the stone work but did not include the required metal work or perlite, ice and water shield. This cost is available if requested

h. Unit price #4 was not available at bid time. This cost will be supplied if requested.

i. Unit price # 5 was not available at bid time. This cost will be supplied if requested.

Section II. Package Prices

The package price for item #3 was incorrectly copied. The correct number for this price is \$235,800 dollars. This cost does not include KCS overhead and profit. This does not change KCS's overall bid as originally listed.

Section III. Unit Pricing

The unit pricing listed in my bid proposal included the costs for repair or replacement of the stated item, but excluded crane costs, scaffold costs, sales tax, or KCS overhead and profit. All other requirements are included in this cost to complete.

1. (Item 6) This repair cost is per stone unit.
2. (Item 7) This replacement cost is per stone unit.
3. (Item 8) This replacement cost is per stone unit.
4. (Item 9) This replacement cost is per stone unit.
5. (Item 17) This replacement cost is per stone unit.

Please contact me if you have any additional comments or questions regarding this project.

Jim Romba
Kajima Construction Services
CC: Jim Lake, John Milani
file



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: E-mail
To: Jack Moody
(jack@mclean.gov)
From: Jeff Koerber
Date: 29 January 2004
Project: Old McLean County Courthouse
WJE No. 2001.3337
Subject: Bid opening results, 28 January 2004

Facilities Manager, McLean County

Draft

The following are the results of the bid opening for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse on Wednesday, 28 January 2004. All of the bids were over the available budget for this project, which is approximately \$406,000. The conclusion of this memo outlines possible options for moving ahead with repair work on the building with the available funds. A description of the scope of work for the Base Bid and Alternates is attached to this memo. Comments on specific aspects of the bids are given below as footnotes.

| Bid from: | P.J. Hoerr | Felmley-Dickerson | Kajima |
|---|------------------------|------------------------|------------------------|
| BASE BID | \$ 1,048,700.00 | \$ 943,000.00 | \$ 840,735.00 |
| Package Prices | | | |
| Scaffolding | \$ 122,000.00 | \$ 119,200.00 | \$ 69,866.00 |
| Removal of bird guano | \$ 14,000.00 | \$ 13,700.00 | \$ 12,780.00 |
| Replacement of dome and lantern roofing ¹ | \$ 280,000.00 | \$ 647,800.00 | \$ 2,080.00 |
| Repair of limestone dome drum cladding (Base Bid only) ² | \$ 22,000.00 | \$ 338,400.00 | \$ 14,235.00 |
| Repair of roof cornice gutter (Alternate No. 7) | \$ 4,000.00 | \$ 9,900.00 | \$ 3,400.00 |
| Repair of roof edge limestone balustrade (Base Bid only) | \$ 190,000.00 | \$ 223,900.00 | \$ 120,725.00 |
| Alternate No. 1³ | \$ 180,000.00 | \$ 150,400.00 | \$ 6,500.00 |
| Alternate No. 2 | \$ 85,000.00 | \$ 46,300.00 | \$ 80,878.00 |
| Alternate No. 3 | \$ 14,000.00 | \$ 5,000.00 | \$ 2,936.00 |
| Alternate No. 4 | \$ 57,000.00 | \$ 22,200.00 | \$ 61,070.00 |
| Alternate No. 5 | \$ 74,000.00 | \$ 28,600.00 | \$ 23,160.00 |
| Alternate No. 6 | \$ 1,300.00 | \$ 600.00 | \$ (1,200.00) |
| Alternate No. 7 | \$ 11,000.00 | \$ 3,900.00 | \$ 3,400.00 |
| Alternate No. 8 | \$ 55,000.00 | \$ 19,100.00 | \$ 66,142.00 |
| Total | \$ 1,526,000.00 | \$ 1,219,100.00 | \$ 1,083,621.00 |

¹ Even though only one roofing subcontractor provided bids, there are three widely varying package prices for this item. This may be an indication that the scope of work was not clear to the bidders.

² It is not known why the bid from Felmley-Dickerson is so much more than the package price provided by the other two bidders.

³ Two of the three bidders provided costs for *replacement* of the existing clock mechanism rather than *reinstallation* as outlined in the documents.



The scope of the contract documents was based on the terms of the Illinois Department of Natural Resources Grant under the Illinois Museums Grant Program for 2003. The \$500,000 grant was awarded in December 2002 specifically for the repair of the building's dome and roofing system. WJE subsequently prepared a scope of services for the development of contract documents for repair of selected items at the dome and roof levels. As explained in our proposal to McLean County for these services dated 18 December 2002 and subsequently revised on 22 April 2003, it was thought that replacement of the copper dome, selected repairs of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed. This was based on the cost estimate prepared by our subconsultant, CRM, Inc., during the preparation of our investigation report dated 28 August 2002. It will also be remembered that our fee for architecture and engineering services totaled \$93,500.

WJE began preparation of contract documents in June 2003 and was ready for bidding by mid-December 2003. Because the development of repair documents inevitably uncovers or determines necessary additions to the scope of repair work, I asked our subconsultant to review the documents in comparison with their previous estimate. I then discussed this with him by telephone to get his opinion, which was that the base bid would likely be slightly over the available budget amount, but that we were requesting enough unit price information to be able to reduce the scope sufficiently to bring the project within scope. As it has turned out, we were wrong. Cost estimating of a scope of work as specialized as that shown in our contract documents is difficult. Many factors, not the least of which is regional construction practice, affect the bid results.

There are several reasons for the discrepancy between the estimate construction costs, prepared by WJE with assistance from CRM, Inc., and the bid amounts listed above.

- The scope of work outlined in the contract documents is the most complex and unusual of the entire restoration effort on the Old McLean County Courthouse. To many members of the project team I have referred to it as "building a watch," or more accurately it is reconstructing the housing for "a watch" (the clock) at the most difficult part of the building to reach. I say this not to be facetious but to communicate the delicacy of the work that is involved (this is why WJE's fee is approximately 20 percent of the grant amount). The costs for access to the dome and dome drum are difficult to assess other than under bid conditions.
- The scope of the repair work involves two major trades, masonry and roofing, as well as a small amount of electrical work for the clock mechanisms. The particular types of masonry and roofing work, however, require highly skilled contractors to implement the repairs. The costs this work, too, are difficult to assess other than under regional bid conditions.
- It is possible, given the apparent complexities of the project as evidenced by the bid form that contractors were required to fill out, that the project appeared more complicated than it really was. As part of the possible courses of action outlined at the end of this memo, WJE will examine the bid form and other documents to determine if scope of work can be state with more clarity.
- The three bids listed above all referenced the same subcontracting source for sheet metal roofing work. We do not have access to the bids from other potentially qualified subcontractors. I am familiar, however, with one potentially qualified subcontractor who decided not to bid on the project because they wished to be the general contractor but did not attend the mandatory pre-bid meeting. As part of the possible courses of action outlined at the end of this memo, WJE will examine the contract documents to determine if there may have been factors that inhibited competition.

- During the development of the contract documents, repair of the built-up roofing membrane at the base of the dome was added to the scope of work based on concerns by McLean County Facilities Management and the McLean County Museum of History staff. This probably did not contribute a significant amount to the cost, but it did add to the project another crew to perform this particular work.
- The bidders did not always address the contract documents in preparing their bids. For example, two of the bidders submitted an alternate and costly scope of work for Alternate No. 1 that is not a priority, a necessity, or desirable. As part of the possible courses of action outlined at the end of this memo, WJE will examine the clarity of the documents.
- As stated above, development of repair documents inevitably uncovers or determines necessary additions to the scope of repair work, which in turn results in cost additions.

At this time, having reviewed the bids for one day, I see at least three possible courses of action in order to continue the project. More options may become apparent in the coming days and weeks.

- **Increase the project budget.** I understand it is unlikely that funds could be obtained in an expeditious manner. Nonetheless, this option should be considered.
- **Decrease the project scope by focusing on roofing repairs.** It may be possible to advance the project by performing *just* the dome sheet metal replacement and necessary repairs to the supporting structure and excluding all but the most serious masonry repairs. There would still be potential problems with access, and associated costs related to that access. WJE will study this possibility in the coming days and give a verbal report to the Property Committee at their meeting on 5 February 2004.
- **Decrease the project scope by focusing on masonry repairs.** This is likely the most promising option to pursue. Based on the information provided by the bids, the masonry repair work could probably be performed well within the grant amount. Our investigation report dated 28 August 2002 prioritized the repair of the dome and roofing on the building in Phase 2 and 3. Masonry repairs, however, were prioritized in Phase 1 and 2, and realistically should take precedence. It would be necessary to inform Illinois Department of Natural Resources that a change in scope is necessary because of bid results, but WJE can assist you with the preparation of backup information for this.

I would like to conclude this memo by making three final points. First, if it is decided to move ahead with the project in one form or another based on WJE recommendation, I would like to assure you that WJE will not require adjustment to our contract provided there is not a radical change in the scope of repair work. (By radical, I mean desiring to repair an area of the building completely different from those areas addressed by our contract documents dated 25 November 2003.) The two options for scope reduction outlined above both involve alterations to existing documents and not creation of new documents. Second, there is much valuable information that the bidders gave us in submitting their bids, and this will be useful not only in the development of the current project but also in the development of future phases of repair work. Finally, even if a portion of the work is deleted from the scope of the contract document, it is inevitable that the deleted portion will need to be performed. Please remember that our investigation report outlined \$2.7 million in repairs, phased over several years. Work that is deferred is only deferred, not eliminated, and the documents prepared for this work will eventually be needed by McLean County for the building's preservation.

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

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312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: E-mail
To: Jack Moody
(jack@mclean.gov)
From: Jeff Koerber
Date: 29 January 2004
Project: Old McLean County Courthouse
WJE No. 2001.3337
Subject: Scope of Work Description

Facilities Manager, McLean County

The following is a description of the scope of repair work on the dome and roof areas of the Old McLean County Courthouse as included in the contract documents dated 25 November 2003, prepared by WJE. The Old McLean County Courthouse is approximately 100 years old and has been listed on the National Register of Historic Places since 1973. The exterior facade of the building is clad with Indiana limestone; the main roof has a built-up membrane; and the dome is clad with copper sheet metal. The scope of work for this project includes replacement of the existing copper sheet metal cladding on the dome with new copper sheet metal; replacement, repair, or stabilization of distressed limestone cladding on the dome drum and balustrade; and repair of existing built-up roofing at selected areas of the main roof level. Items 1 through 6 below constitute the Base Bid in the contract documents dated 25 November 2003. There are

1. Replace existing copper sheet metal cladding on dome with new copper sheet metal.
 - a. Remove bird guano from lantern floor and dome attic floor.
 - b. Remove existing plaster ceiling and steel mesh from the upper portion of the dome attic space.
 - c. Install temporary weather enclosure over access stair to dome attic space.
 - d. Install temporary weather covering at floor of dome attic with provision for water runoff.
 - e. Remove selected existing ornamental copper sheet metal units for repair and reinstallation.
 - f. Remove selected existing ornamental copper sheet metal units for salvage to Owner and Tenant and/or proper disposal by Contractor.
 - g. Remove existing steel pole clad with copper sheet metal cladding from peak of lantern roof.
 - h. Remove existing copper sheet metal cladding and steel attachment clips.
 - i. Remove existing mesh screens from lantern facade openings.
 - j. Remove surface corrosion from existing structural steel elements.
 - k. Paint existing structural steel elements.
 - l. Install new galvanized steel angles to support new plywood sheathing.
 - m. Install new waterproofing membrane over new plywood sheathing.
 - n. Install new anchorage for existing stationary bronze bell.
 - o. Install new copper sheet metal roofing.
 - p. Install new lead coated copper sheet metal roofing and new lead coated copper access hatch at lantern floor.
 - q. Install new ornamental copper sheet metal units.
 - r. Install existing repaired ornamental copper sheet metal units.
 - s. Install new insulated glazing units at new copper sheet metal ocular windows.
 - t. Install new galvanized steel pole clad with new sheet metal cladding at lantern peak (Base Bid – see Alternate No. 8 for alternate scope of work).
 - u. Install new aluminum louvers with storm blades and copper mesh screens at lantern facade openings.

2. Repair of the clock faces.
 - a. Remove existing active and archival clock mechanisms located in dome attic and relocate to storage designated by Tenant.
 - b. Remove the existing glass panels.
 - c. Replace existing fractured glass panels with new glass panels.
 - d. Remove existing metal brackets and fasteners anchoring existing wrought iron clock face frame.
 - e. Remove existing wrought iron clock face frame.
 - f. Allow Architect/Engineer access to wrought iron clock face frame for finishes analysis work.
 - g. Paint wrought iron clock face frame.
 - h. Grind edges of existing glass panels to be reused.
 - i. Fabricate new aluminum frames to hold existing and new glass panels.
 - j. Reinstall existing wrought iron clock face frame, anchored with new stainless steel brackets and fasteners.
 - k. Install new aluminum frames with glass panels.
3. Repair limestone cladding at courses 23, 24, 25, 26, 27, 28 and 29:
 - a. Remove selected existing limestone cladding units at courses 26, 27, 28 and 29.
 - b. Remove limestone cap units above engaged columns at course 25.
 - c. Repoint existing limestone masonry joints at courses 23, 24, and 25.
 - d. Repoint existing backup brick masonry where limestone cladding units are removed.
 - e. Repair existing fractured limestone units at course 29 for subsequent reinstallation.
 - f. Reset limestone cap units at course 25.
 - g. Install new limestone dutchman repairs with new stainless steel anchors at selected stone units.
 - h. Reinstall existing limestone cladding units removed at courses 26, 27, 28 and 29 with new stainless steel anchors.
 - i. Install new lead coated copper sheet metal flashing at courses 25 and 28.
 - j. Install new lead joint covers at course 29.
4. Stabilize limestone units at drum of dome at courses 0 through 22:
 - a. Remove existing limestone spalls and existing mortar patches.
 - b. Remove exposed portion of existing ferrous metal strap anchors at spall and mortar patch locations.
 - c. Paint exposed end of ferrous metal strap anchors.
 - d. Install new stainless steel helical anchors at stone units where spalls and mortar patches are removed.
 - e. Rout existing cracks in existing stone units and install bond breaker tape and sealant.
5. Repair existing built-up roofing at portion of main roof level at base of dome drum.
6. Install stabilization at existing limestone balustrade.
7. Alternate No. 1: Maintenance and reinstallation of clock mechanisms.
 - a. Perform maintenance work on selected clock mechanism components.
 - b. Reinstall clock mechanisms and return components to functionality.
 - c. Provide new bell strike mechanism and hook up to existing clock control panel.
8. Alternate No. 2: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 6 through 8.

9. Remove existing limestone units at courses 6 and 7:
 - a. Remove exposed portion of existing ferrous metal strap anchors.
 - b. Paint exposed end of ferrous metal strap anchors.
 - c. Repoint existing backup brick masonry where limestone cladding units are removed.
 - d. Repoint existing limestone masonry units at course 8.
 - e. Remove the existing built-up roofing membrane on the setback above course 8.
 - f. Install new lead coated copper sheet metal roofing on the setback above course 8.
 - g. Install new limestone units with new stainless steel anchors at courses 6 and 7.

10. Alternate No. 3: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 4 through 5:
 - a. Repoint existing limestone masonry units at courses 4 and 5.
 - b. Install new lead joint covers at course 5.

11. Alternate No. 4: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 0 through 3:
 - a. Remove selected distressed existing limestone units at courses 0 through 3:
 - b. Remove exposed portion of existing ferrous metal strap anchors.
 - c. Paint exposed end of ferrous metal strap anchors.
 - d. Repoint existing backup brick masonry where limestone cladding units are removed.
 - e. Remove existing exposed embedded ferrous metal elements.
 - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
 - g. Repoint existing limestone masonry units to remain at courses 0 through 3.
 - h. Install new limestone units with new stainless steel anchors at courses 0 through 3.

12. Alternate No. 5: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 9 through 22:
 - a. Remove selected distressed existing limestone units at courses 9 through 22:
 - b. Remove exposed portion of existing ferrous metal strap anchors.
 - c. Paint exposed end of ferrous metal strap anchors.
 - d. Repoint existing backup brick masonry where limestone cladding units are removed.
 - e. Remove existing exposed embedded ferrous metal elements.
 - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
 - g. Repoint existing limestone masonry units to remain at courses 9 through 22.
 - h. Install new limestone units with new stainless steel anchors at courses 9 through 22.

13. Alternate No. 6: Replace existing flag pole (in lieu of new galvanized steel pole with copper cladding):
 - a. Install new bronze finish internal balyard flag pole.
 - b. Install new roof hatch in lantern roof.

14. Alternate No. 7: Repair the existing cornice gutter membrane.

15. Alternate No. 8: Repair (in lieu of stabilization) of limestone balustrade in the northeast quadrant:
 - a. Remove existing limestone balustrade units.
 - b. Reinstall existing limestone balustrade units with new stainless steel anchors.

Members Bostic/Cavallini moved the County Board Recommend Approval of 30 Day Extension of Bid submitted by Kajima Construction Services for Renovation and Restoration of Dome and Roof Areas of the McLean County Courthouse – Facilities Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is located on pages 61-71.

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

FY05

Check Appropriate Box to Indicate Purpose of Application:

Initial Grant Award

Revision to Grant Award

Special Request

Special Requirement

GRANT APPLICATION
FOR

McLean County
(Government Entity)

TO: Illinois Department of Nuclear Safety
Division of Planning and Analysis
1035 Outer Park Drive
Springfield, Illinois 62704

In accordance with the Compensation of Local Governments for Emergency Planning and Participation in Nuclear Emergency Response Exercises (32 Ill. Adm. Code 501), this application for grant in the amount of \$ 6,370.00 is being submitted for the purpose of defraying the anticipated or incurred expenses of (government entity) in implementing the plans and programs authorized by the "Illinois Nuclear Safety Preparedness Act" (420 ILCS 5).

The term of the proposed grant is July 1 2004, to June 30, 2005, inclusive.

The major projects, activities and/or purchases for which compensable expenses will be incurred during the term of the proposed grant are summarized below:

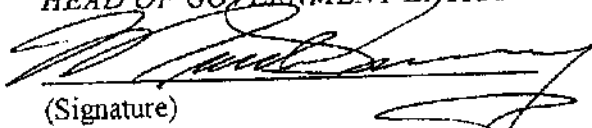
Reimbursement for (6) six telephone lines in the Operations Room and 1 Fax telephone line.

Reimbursement for (2) two cellular phones @ cost. and (1) one @ 50% cost. Cell phones used for Director and Assistant's direct communications with IDNS and other agencies.

Replacement of 4 mobile radios in 2 response vehicles @ \$455.00 each = \$1,820.00

An Annual Spend Plan, covering a detailed estimate of expenses for the term of the proposed grant, is attached.

HEAD OF GOVERNMENT ENTITY



(Signature)

MICHAEL F. SWEENEY

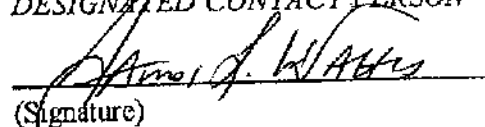
(Name)

CHAIRMAN, McLean County Board

(Title)

3-16-04
(Date)

DESIGNATED CONTACT PERSON



(Signature)

JAMES L. WAHLS

(Name)

DIRECTOR, McLean County E.S.D.A.

(Title)

2/17/04
(Date)

NOTICE: This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 420 ILCS 5. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed. This form has been approved by the Forms Management Center.

EXPENSES:

PERSONNEL SERVICES //(Special Requirement):

| | |
|---------------------|-------------------|
| Planning Activities | <u>\$1,000.00</u> |
| Training Attendance | _____ |
| Exercise/Drills | _____ |

INDIVIDUAL TRAVEL //(Special Requirement):

| | |
|---------------------|-------|
| Planning Activities | _____ |
| Training Attendance | _____ |
| Exercise/Drills | _____ |

EQUIPMENT USE //(Special Requirement):

| | |
|---------------------|-------|
| Planning Activities | _____ |
| Training Attendance | _____ |
| Exercise/Drills | _____ |

MISCELLANEOUS //(Special Requirement):

| | | |
|---------------------------|-------------------|---|
| EOC Telecommunications | <u>\$3,200.00</u> | T/C agreement 5 landlines, 1 fax line, 2 cellular @ cost 1 cellular @50% cost = Total \$267.00 per month |
| EOC Operational Materials | <u>\$350.00</u> | paper, FAX cartridges, Printer cartridges, EOC supplies, notepads paper, etc. |

SPECIAL REQUEST ITEM(s) //(Specify and attach justification)

| | |
|---------------------------------------|-------------------|
| <u>ICOM 50 watt UHF Mobiles - (4)</u> | <u>\$1,820.00</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

TOTAL ALL EXPENSES \$6,370.00

ANNUAL SPEND PLAN

INSTRUCTIONS AND WORK SHEET GUIDE

GENERAL:

This guidance is furnished to assist you with developing your Annual Spend Plan for IPRA activities. Before completing the Annual Spend Plan, you should review the definitions of IPRA activities listed below and your expense records for IPRA activities from previous years. If you should require additional information or assistance, please contact the Illinois Emergency Management Agency, Bureau of Disaster Assistance and Preparedness, (217) 785-9925.

DEFINITIONS:

Planning Activities: Those tasks associated with the development and maintenance of plans and programs pertaining to radiological accidents, including:

the review, update and revision of IPRA site-specific plans, SOP's, or local implementation procedures;

the conduct of IPRA planning meetings and discussions with State, utility, or local government officials or staff;

the coordination of events in preparation for an exercise, drill, or test.

Training Attendance: Those attendees of any State annual or follow-on training presented locally on the following subjects:

Emergency Worker
EOC Staff
Traffic & Access Control
Dispatcher
Dosimetry Control Officer

School Evacuation
Congregate Care
Contamination Control
Decontamination
Local Government Compensation

Exercise or Drill Participation: Those participants in IPRA exercises, drills, or tests that perform duties associated with the typical events or activities listed below:

EOC Activation
School Evacuation Demonstration
Traffic & Access Control
Demonstration
Congregate Care Demonstration
Decontamination Demonstration

Local Exercise Injects
Communication Drill
Medical Drill
Mobilization Drill
Siren Test

ANNUAL SPEND PLAN

INSTRUCTIONS AND WORK SHEET GUIDE (continued)

INSTRUCTIONS:

PREPAREDNESS PROGRAM: Provide a brief narrative outline which describes the nuclear emergency preparedness projects and activities you plan to accomplish during the fiscal year (July through June). Include your plan and procedure revisions, the preparation for and the participation in scheduled training, exercises/drills, siren tests, and any other activities or events related to IPRA. Consider including those projects aimed at improving your level of preparedness for nuclear emergencies, including any proposed purchases.

It will be necessary for you to prepare your Annual Spend Plan for the entire fiscal year (refer to the attached Annual Spend Plan form). You should consider your recurring costs such as telephone services as well as costs that are exercise specific such as training or drills that are conducted in preparation for an exercise. The type of authorized expenses which should be included in your Annual Spend Plan are listed below.

AUTHENTICATION:

Enter the signature and title of the local government head and appointed contact person, and date of signing.

EXPENSES:

PERSONNEL SERVICES/(Special Requirement): This includes local government cost of providing wages, salaries, and fringe benefits for employees (the hourly rate of pay plus benefits for those individuals expected to participate in IPRA activities).

Planning Activities: Compute the cost based on the individuals projected to participate in planning activities, times their hourly rate of pay, for the number of hours of participation.

Training Attendance: Compute the cost based on the individuals projected to attend training, times their hourly rate of pay, for the number of hours of attendance.

Exercise/Drill Participation: Compute the cost based on the individuals projected to participate in exercises, drills and tests, times their hourly rate of pay, for the number of hours of participation.

Enter the Personnel Services cost on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

ANNUAL SPEND PLAN

INSTRUCTIONS AND WORK SHEET GUIDE (continued)

INDIVIDUAL TRAVEL / (Special Requirement): This includes costs associated with mileage allowance for privately owned vehicles (POVs), lodging and per diem/meal expenses paid to employees for IPRA activities.

Planning Activities:

Determine the number of POV travel miles required to accomplish the IPRA planning tasks. To compute the cost, take the total number of miles planned times \$.34.

Determine the number of nights lodging while in travel status which are required to accomplish the IPRA Planning tasks. To compute the lodging expense take the number of lodging nights times \$60.00 for down-state lodging or \$155.00 for the Chicago Metro-area.

Determine the number of meals while in travel status which are required to accomplish the IPRA planning tasks. To compute the meal cost take the number of meals times \$7.00.

Enter the Individual Travel cost on the Annual Spend Plan. Cost should be shown as a total for the fiscal year.

EQUIPMENT USE / (Special Requirement):

This includes costs associated with the use of vehicles which are owned by the local government unit.

Planning Activities: Determine the number of travel miles required to accomplish the IPRA planning tasks. To compute the cost take the total number of miles planned times \$.34.

Training Attendance: Determine the number of travel miles to be required to accomplish the IPRA training tasks. To compute the cost take the total number of miles planned times \$.30.

Exercise/Drill Participation: Determine the number of miles to be traveled or the number of hours of operation of government owned vehicles for use in IPRA exercise/drill activities. To compute the cost take the total number of miles or hours times the applicable rate as shown below:

Automobile: \$0.34 per mile or \$3.50 per hour of actual operation.
Bus: \$0.63 per mile or \$9.00 per hour of actual operation.

ANNUAL SPEND PLAN

INSTRUCTIONS AND WORK SHEET GUIDE

(continued)

EQUIPMENT USE/(Special Requirement): (continued)

Emergency Vehicle (Fire truck, ambulance, rescue vehicle):

Base rate, fee or service charge customary to the area of operation.

Highway Maintenance (trucks):

As published in the current "Schedule of Average Annual Ownership Expense," IL Department of Transportation.

Enter the Equipment Use costs on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

MISCELLANEOUS/(Special Requirement):

EOC Telecommunications Service: Determine the average monthly cost of providing emergency telecommunications services (voice, telefax, radio lines, leased equipment, etc.) for the EOC. If expansions are planned, project the increased cost forward from the planned month of installation.

EOC Operational Materials: Determine the cost of providing operational materials such as maps, charts, status boards, office supplies, etc., to prepare the EOC for an IPRA exercise or nuclear emergency.

Enter the Miscellaneous Costs on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

SPECIAL REQUESTS:

Determine if there are other expenses not specifically covered in any of the other four categories which relate to the IPRA activities, in whole or in part.

On a separate sheet, furnish a justification for each expense by explaining its necessity in relation to the implementation of IPRA. If the expense also relates to any other routine or emergency function, estimate its percentage of application to IPRA activities.

For each expense in this category, enter the cost on a separate line of the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

SUMMARY:

Transfer the total costs previously computed for each of the five categories (Personnel Services, Individual Travel, Equipment Use, Miscellaneous and Special Requests) and enter the grand total of

Members Renner/Owens moved the County Board approve a Request for Approval of an Illinois Department of Nuclear Safety Grant for Fiscal Year 2005 – E.S.D.A. Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

CONTRACT

This Contract, entered into this 16th day of March, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", acting by and for its Emergency Service and Disaster Agency (ESDA), hereinafter known as "the Agency," and Eric Hodges, hereinafter known as, "the Contractor":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5/5-1005(3) 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, there is a necessity to provide additional professional contract services for the McLean County ESDA; and

WHEREAS, the Contractor has the capacity to provide such services;

NOW, THEREFORE:

1. The purpose of this professional services contract is to provide technical assistance to the McLean County Emergency Services and Disaster Agency (ESDA) to assist in converting the Local Emergency Operations Plan documents to a more useable format, and to train ESDA staff on the maintenance and updating of new files in a compatible format. ESDA shall pay to the Contractor and the Contractor agrees to accept as full payment for the professional services furnished under this agreement, an amount not to exceed five thousand dollars (\$5,000).

The Contractor agrees to:

1. Eric Hodges, the Contractor, shall assist and perform his duties as assigned to him by ESDA, said duties to include:
 - Update and convert existing Emergency Operations Plan documents into PDF format
 - Assist in developing plan updates involving WMD threats and response plans
 - Re-format and update Mutual Aid Agreements
 - Train ESDA staff on PDF usage and procedures for updating and maintaining plan documents.

2. The Contractor, as an independent contractor, shall indemnify and hold harmless the County, ESDA, its agents, employees and assigns against any and all claims arising out of or relating to the Contractor's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on March 16, 2004, and terminate on June 30, 2004.
2. The Contractor 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 Contractor's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Contractor from engaging in other for-profit activities apart from the services provided by this contract.
4. The contractor shall submit bills for services on a periodic basis to ESDA for review and approval. The Contractor shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. 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.
7. 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.

8. 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.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Contractor upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (c) At the request of ESDA upon giving thirty (30) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For ESDA:

Mr. Curtis Hawk
Assistant Director
104 West Front Street
Bloomington, Illinois 61701

For the McLean County Board:

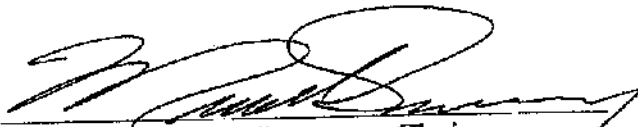
Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

11. 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.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

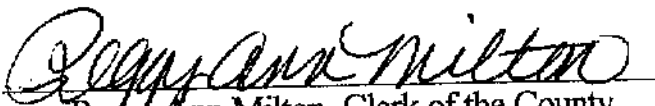
IN WITNESS THEREOF, the parties have affixed their respective signature on the 16 day of March, 2004.

APPROVED:


Eric Hodges
Contractor


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Contract Agreement between McLean County E.S.D.A. Department and Mr. Eric Hodges – E.S.D.A. Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AN ORDINANCE OF THE MCLEAN COUNTY
BOARD SETTING FEES TO BE CHARGED BY
THE MCLEAN COUNTY SHERIFF FOR THE SERVICE
OF WRITS, THE SERVICE OF WARRANTS,
AND THE BOND FEE**

WHEREAS, 55 *ILCS* 5/4-5001 allows the McLean County Board and the Sheriff to conduct a user fee study of the fees charged by the Sheriff to raise the fees charged by the Sheriff if the full cost of the cost of the services provided exceeds the statutory fee; and,

WHEREAS, 55 *ILCS* 5/4-5001 requires that an independent, professional cost accounting firm be retained to complete the cost accounting study of the fees charged by the Sheriff; and,

WHEREAS, the McLean County Board and the Sheriff retained the services of MAXIMUS, Inc., a national cost accounting firm with substantial experience in analyzing the cost of fee services in accordance with the provisions of 55 *ILCS* 5/4-5001 and the United States Office of Management and Budget Circular A-87; and,

WHEREAS, the Cost Accounting Study of the Fees charged by the Sheriff documented that the full cost of services provided for the Service of Writs, the Service of Warrants, and the Bond Fee exceeds the current revenue received and, therefore, the County Board is permitted to adjust current fee levels of these services to recover the actual cost of services provided; and,

WHEREAS, the Sheriff has carefully reviewed the findings of the Cost Accounting Study and has recommended to the Justice Committee that the fees charges by the Sheriff for the Service of Writs, the Service of Warrants, and the Bond Fee be adjusted with the schedule of fees for service incorporated in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

- (1) The fees charged by the Sheriff for the following services shall be established and set in accordance with the following schedule:
 - (a) For the Service of Writs:
The fee shall be \$25.00 for Service and \$8.00 for Returns.
 - (b) For the Service of Warrants:
The fee shall be \$15.00

(2)

(c) The Bond Fee:

The Bond Fee assessed at the time Bond is posted shall be \$25.00 per case number.

(2) This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets Fees to be charged for other services provided by the McLean County Board.


(3) The County Clerk shall provide a Certified Copy of this Ordinance to the McLean County Sheriff, the County Administrator, and the Chief Judge of the Eleventh Circuit Court of McLean County.


(4) This Ordinance Shall become effective on July 1, 2004.

ADOPTED by the McLean County Board this 16th day of March, 2004.

ATTEST:

ADOPTED:


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


Michael F. Sweeney, Chairman,
McLean County Board

E:\john\cobd\sheriff fees_ Ord.doc

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Ordinance Setting Fees to be Charged by the McLean County Sheriff for the Service of Writs, the Service of Warrants, and the Bond Fee - Sheriff's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE COUNTY TREASURER TO ESTABLISH
A SEPARATE BALANCE SHEET ACCOUNT TO RECOGNIZE AND ACCOUNT
FOR THE INCREMENTAL INCREASE IN REVENUES TO BE GENERATED BY THE
PROPOSED FEE INCREASES IN THE SHERIFF'S DEPARTMENT**

WHEREAS, the McLean County Board on June 17, 2003, approved and adopted a Resolution of the County Board stating that the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program shall be considered as a priority; and,

WHEREAS, the Justice Committee has carefully reviewed and studied the Report of the Cost of Certain Sheriff Fee Services prepared by MAXIMUS, Inc. and the increases in various fees charged by the Sheriff's Department as recommended by the Sheriff; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, March 8, 2004, has recommended approval of an Ordinance Setting Fees to be charged by the McLean County Sheriff for the service of writs, service of warrants, and the Bond Fee; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, March 8, 2004, recommended that the County Board authorize the County Treasurer to establish a separate balance sheet account to recognize and account for the incremental increase in revenues to be generated by the proposed fee increases in the Sheriff's Department; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, March 8, 2004, recommended that the incremental increase in revenues to be generated by the proposed fee increases in the Sheriff's Department be set aside for the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program; now, therefore,

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

- (1) That the County Treasurer is hereby authorized to establish a separate balance sheet account to recognize and account for the incremental increase in revenues to be generated by the proposed fee increases in the Sheriff's Department.
- (2) That the incremental increase in revenues to be generated by the proposed fee increases in the Sheriff's Department be set aside for the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program
- (3) That the County Clerk shall forward a certified copy of this Resolution to the McLean County Sheriff, the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 16th day of March, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Harding moved the County Board approve a Request for Approval of a Resolution Authorizing the County Treasurer to Establish a Separate Balance Sheet Account for the Incremental Increase in Revenues Generated by the Fee Increase in the Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the Maximus report is located on pages 85-111 and our General Report is found on pages 112-121.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: as you can see in your packet there were to be two items for action to be brought before the County Board this morning. As we have already noted, Item 7 D 1)a has been withdrawn at the request of the attorney for the applicant so Item 7 D 1) a is not up for consideration this morning. The Land Use and Development Committee had a standup meeting this morning beginning at 8:45 a.m. to consider 7 D 1)b. At the Land Use and Development Committee meeting the Committee voted to refer that matter back and hold it over until the April meeting of the Land Use and Development Committee. That is the status of that proposal at this time. Our General Report is on pages 127-134.

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

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 AIDS/Communicable Disease Prevention, 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 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$40,000 from \$147,959 to \$187,959.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

| LINE | DESCRIPTION | PRESENT AMOUNT | INCREASE | NEW AMOUNT |
|-----------|--------------------------|----------------|----------|------------|
| 0515-0001 | Part Time Employees | \$ 51,563 | \$ 1,486 | \$ 53,049 |
| 0599-0001 | County IMRF Contrib. | \$ 5,609 | \$ 70 | \$ 5,679 |
| 0599-0003 | Social Security Contrib. | \$ 6,768 | \$ 113 | \$ 6,881 |
| 0612-0003 | Educational Supplies | \$ 20,000 | \$ 1,500 | \$ 21,500 |
| 0620-0001 | Office Supplies | \$ 5,600 | \$ 2,750 | \$ 8,350 |
| 0621-0001 | Operational Supplies | \$ 264 | \$ 2,000 | \$ 2,264 |
| 0629-0001 | Letterhead/Printed Forms | \$ 5,000 | \$ 4,000 | \$ 9,000 |
| 0630-0001 | Postage | \$ 1,600 | \$ 750 | \$ 2,350 |
| 0706-0001 | Contract Services | \$ 0 | \$20,000 | \$ 20,000 |
| 0773-0001 | Special Services | \$ 0 | \$ 7,331 | \$ 7,331 |
| TOTALS: | | \$ 96,404 | \$40,000 | \$136,404 |

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 16 day of March, 2004.

ATTEST:

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

APPROVED:

Michael F. Sweeney Chairman of the McLean County Board

**Budget Narrative
Grant Fund 0107
Risk Communications Training**

The Illinois Department of Public Health issued a supplemental grant to the McLean County Health Department to oversee two regional risk communication and media training exercises to be held in Bloomington. A two day Central Illinois regional training for approximately 150 public health and emergency personnel will be held during the first week in May. IDPH has allocated \$15,000 to defray the cost of hotel conference space, food, equipment rental, printing, postage, and staff time attendant to that event. A second supplemental grant will cover the cost of a more intensive one day event, again to be held in Bloomington, in June to train 20 public health communication and administrative staff from 11 Central Illinois local health departments. IDPH has allocated \$25,000 to cover the cost of this event. The cost will cover conference space, food, equipment purchase, food, printing, postage, staff time, and the cost of a media consulting firm to conduct the training. The \$25,000 grant is subdivided into two components. \$20,000 is the cost of media consulting firm and \$5,000 will be used to defray the cost of the conference. Since a minimal amount of existing staff time will be used on these time-limited projects, no FTE amendment will be needed.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Annual Appropriation and Budget Ordinance for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

ILLINOIS FUNDS ELECTRONIC PAYMENT CLEARING ACCOUNT APPLICATION

THE ILLINOIS FUNDS

FAX to: STATE TREASURER JUDY BAAR TOPINKA
THE ILLINOIS FUNDS
(217) 524-1269

Mail to: STATE TREASURER JUDY BAAR TOPINKA
THE ILLINOIS FUNDS
300 WEST JEFFERSON STREET
SPRINGFIELD, ILLINOIS 62702



Date _____ Application to participate in The Illinois Funds Electronic Payment Program

- New Account Application Change of Information

The Government described herein seeks to participate in the Electronic Payment Services Program within The Illinois Funds Money Market Fund, pursuant to Section 17 of the State Treasurer Act (15 ILCS 505/17) which authorizes the State Treasurer to establish a Public Treasurers' Investment Pool. (Formerly known as IPTIP and now The Illinois Funds.)

For Office Use Only:

Account # _____ Type Code _____

Describe your public agency:

(Name of Agency) _____ (FEIN Number/TIN Number) _____
(Subtitle of Account) _____ (Contact Person and Title) _____
(Street Address) _____ (City) _____ (County) _____ (Zip Code) _____
(Telephone Number) _____ (FAX Number) _____ (Email Address) _____
(Web Address) _____

- Type of service requested: Credit Cards E-checks
 IVR - Speech Recognition
 Internet Global ACH Direct Discover Card Only
 In Office

What is your gross revenue on an annual basis? _____ Average Ticket \$ _____

Check here for fax notification of ACH deposits to your Illinois Funds account.

Withdrawal Options: (You may use more than one option.)

By Check _____ By Wire Transfer _____ By ACH Transfer _____
(standard business checks)

Transfer Instructions: (If more than one transfer path is needed, please submit a separate instruction sheet.)

(Bank Name) _____ (Further Credit to Your Account #) _____
(ABA/Route #) _____ (Contact Name/Phone at Receiving Bank) _____

(Name on Account if Different Than Above)

Authorizations to sign checks or execute Transfers: (If more than four, submit a separate sheet.)

| Printed Name(s) | Authorized Signature(s) | Sign Checks | Execute Transfers |
|-----------------|-------------------------|-------------|-------------------|
| | | | |
| | | | |
| | | | |

Interest income will be posted to your account(s) on the last business day of the month.

Participant accepts the terms and conditions of the administration of The Illinois Funds as outlined by the State Treasurer with the understanding that there will be no changes to this agreement and the information contained herein without prior written notice.

The undersigned hereby certifies that he/she is authorized to open an account(s) in The Illinois Funds E-Pay Program and further certifies that said authority is statutory or approved by the governing body of the above described Government.

Signature: Rebecca C. McNeil Position/Title: McLean County Treasurer

Participant Agreement



WHEREAS, the Office of the Illinois State Treasurer ("Treasurer"), Global Payments Direct, Inc. ("Global"), and the Member bank ("Member") have entered into a Merchant Service Agreement, including Terms and Conditions;

WHEREAS, Treasurer completed a Merchant Application in connection with the Merchant Service Agreement, which Merchant Application included pricing terms;

WHEREAS, _____ ("Participant") desires to participate in the Treasurer's Electronic Payment Services Program and utilize Global's services as stated in the Terms and Conditions;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Participant represents and warrants that it has received and read the Terms and Conditions contained in the Illinois Funds E-Pay Participation Terms of Compliance booklet and Pricing Schedule. Participant agrees that it is a "Merchant" as described and used in the Terms and Conditions and agrees to be bound by the Terms and Conditions in the booklet, the Pricing Schedule, and any other terms, policies or procedures Participant may receive from the Treasurer in the future. Said documents are hereby incorporated into this Agreement by reference.

2. Participant represents and warrants that the undersigned is authorized to enter into this Agreement on its behalf and that all legal prerequisites to entering into this Agreement have been satisfied.

IN WITNESS WHEREOF, Participant, Global, Member, and Treasurer have each caused this Participant Agreement to be executed, sealed and delivered this the ____ day of _____, 2004.

("Participant")
By: _____
Name: _____
Title: _____
Date: _____

Global Payments Direct, Inc.

By: _____
Name: Suellyn P Tornay
Title: Corporate Secretary
Date: _____

HSBC Bank USA

("Member")

By: _____
Name: Suellyn P Tornay
Title: Corporate Secretary for Global Payments Direct, Inc.
Date: _____

Office of the Illinois State Treasurer

By: _____
Name: Josh Budd
Title: E-Pay Program Manager

THE ILLINOIS FUNDS



Brought to you by Illinois State Treasurer Judy Baar Topinka and...

Champaign County Treasurer's Office

Paul H. Walsh, Champaign County Treasurer

Real Estate Taxes - Multiple Payment Payment Information

Bill Number -1



Amount for Bill -1 (99999.99)

Bill Number -2



Bill -2 (99999.99)

Bill Number -3



Amount for Bill -3 (99999.99)

Payment Amount

There will be a convenience fee added to your payment amount.
For more information, please click [Schedule](#).

Next >>

Illinois E-PAY version 2.6.2

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Champaign County Treasurer's Office

Daniel J. Walsh, Champaign County Treasurer



Payment \$245.50 Fee \$10.00 Total Payment \$255.50

Credit Card Information

Name
(as it appears on the account)

Visa Account Number

Expiration Date /

Illinois E-PAY version 2.62

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Brought to you by Illinois State Treasurer Judy Bear Lopinka and...

Champaign County Treasurer's Office

Michael J. Welch, Champaign County Treasurer

Payment \$245.50 Fee \$10.00 Total Payment \$255.50

Personal Information

Name Jason Winnett
(as it appears on the Real Estate Taxes)

Address 300 W Jefferson

City/State/Zip Springfield, IL 62702

Phone (217) 782-7176

E-Mail winnett@treasurer.state.il.us

Pay via E-Check <<Previous Next>>



Brought to you by Illinois State Treasurer Judy Baar Topinka and...

Champaign County Treasurer's Office

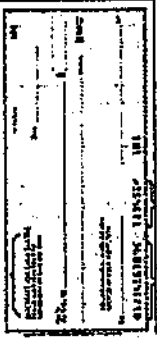
Daniel J. Walsh, Champaign County Treasurer

Payment \$245.50 Fee \$10.00 Total Payment \$255.50

E-Check Information

| | |
|--|-----------|
| Pay To The | \$255.50 |
| Order Of: Champaign County Treasurer | |
| Memo: Real Estate Taxes | |
| Two hundred fifty-five and 50/100 Dollars | |
| Jason Winnett <i>(signature - as it appears on the account)</i> | |
| Bank Routing # | Account # |

Account Name: <<Previous Next>>



Routing Account Number

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Champaign County Treasurer's Office

Daniel J. Welch, Champaign County Treasurer

The Illinois Funds



Confirm Real Estate Taxes Payment

| | |
|------------------|----------|
| Amount | \$245.50 |
| Convenience Fee* | \$10.00 |

*Your convenience fee will show as a separate entry on your credit card statement if one was assessed. If you entered a valid email address, you will receive a confirmation e-mail for your total payment amount.

Total Amount \$265.50

| | |
|----------------|--------------------------------|
| Bill Number | 111111 |
| Name | Jason Winnell |
| Address | 300 W Jefferson |
| City/State/Zip | Springfield, IL 62702 |
| Phone | 217-782-7176 |
| E-Mail | jwinnell@treasurer.state.il.us |

Change Payment Information

Cancel Payment

Submit Payment For Processing

Processing the payment may take a couple of minutes. After clicking submit, please wait for the process to complete. Please do not re-click submit. After your payment has been processed, please allow 2-3 days for it to be posted.

Illinois E-PAY version 2.6.2

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Brought to you by Illinois State Treasurer Judy Ear Topinka and...



Champaign County Treasurer's Office

David J. Welch, Champaign County Treasurer

Your payment is being processed...please wait...
Processing the payment may take a couple of minutes.



Thank you for using Illinois E-PAY. Your \$245.50 payment on Bill Number 11111 has been processed successfully. Your payment details are listed below. Please allow 2-3 days for your payment to be posted.

Confirmation Number: 000810
 Amount: \$245.50
 Convenience Fee*: \$ 10.00
 Total Amount Charged to Your Card: \$255.50

*Your convenience fee will show as a separate entry on your credit card statement if one was assessed.

| | | | |
|--------------------------------|----------------------------|-----------------------------|-----------------|
| Real Estate Taxes | | Personal Information | |
| Bill Number | 111111 | Name on Card | Jason Winnett |
| Estate Taxes: | | Address | 300 W Jefferson |
| City/State/Zip | Springfield, IL 62702 | Phone Number | 217-782-7176 |
| Email Address | jwinnett@springfield.il.us | Expiration Date | 11/2005 |
| Credit Card Information | | Card Number | *****3991 |
| Name on Card | Jason Winnett | Card | 1 |

Fri Nov 14 12:50:38 CST 2003

Please allow 2-3 days for your payment to be posted. Be sure to copy the above confirmation number or print this page and keep it for your records.

On behalf of Champaign County, Treasurer Welch thanks you for your payment!

Customer's E-Mail Confirmation

E-PAY payment confirmation - Message

File Edit View Insert Format Tools Compose Help

Reply Reply to All Forward

Message Options

Sent: Fri 11/14/2003 12:51 PM

From: epay@ilstatepay.com

To: jwinnett@treasurer.state.il.us

Cc:

Subject: E-PAY payment confirmation

Thank you for making your payment via the Illinois State Treasurer's E-PAY system. Your transaction was successful.

Payment Amount: 245.00
Fee Amount: 10.00
Total Payment: 255.00

Authorization Code: 000819

Real Estate Taxes
Bill Number 111111 Jason Winnett
Personal Information
Name on Real Estate Taxes: Jason Winnett
Address 300 W Jefferson
City/State/Zip Springfield, IL 62702
Phone Number 217-782-7176
Email Address jwinnett@treasurer.state.il.us
Credit Card Information
Name on Card Jason Winnett
Credit Card 1
Card Number: *****3991
Expiration Date 11/2005

Participant's E-Mail Confirmation

245.50 payment for Bill Number: 111111 - Message

File Edit View Insert Format Tools Compose Help
Reply Reply to All Forward Print Attachments

Message Options
From: epay@illnoisepay.com Sent: Fri 11/14/2003 12:51 PM
To: epay@illnoisepay.com; nobody@msfw.com
Cc: |
Subject: 245.50 payment for Bill Number: 111111

Thank you for making your payment via the Illinois State Treasurer's E-PAY system. Your transaction was successful.

Payment Amount: 245.50
Fee Amount: 10.00
Total Payment: 255.50

Authorization Code: 000619

Real Estate Taxes
Bill Number 111111
Personal Information
Name on Real Estate Taxes: Jason Winnett
Address 300 W Jefferson
City/State/Zip Springfield, IL 62702
Phone Number 217-782-7176
Email Address jwinnett@treasurer.state.il.us <<mailto:jwinnett@treasurer.state.il.us>>
Credit Card Information
Name on Card Jason Winnett
Credit Card 1
Card Number: *****3991
Expiration Date 11/2005



REBECCA C. McNEIL
 COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval to
 Use Illinois E-pay Program
 To Process Internet and IVR
 Credit Card Payments For McLean County**

To the honorable members of the McLean County Finance Committee, McLean County Executive Committee and of the McLean County Board:

The McLean County Treasurer's office and the Office of Information Services respectfully request permission to allow the Illinois E-pay program to act as a processor of credit card transactions which are placed through the internet and via IVR (Interactive Voice Response by phone). Our current agreement is with Official Payments Corporation, which requires only a 10 day written notice for termination of that agreement.

Cost: We are pleased to present an opportunity which delivers a strong convenience to the citizens of McLean County. The proposed agreement *is provided with no additional usage of tax dollars* to McLean County Government. McLean County Government will *neither incur costs nor profit from* the use of the services of Illinois E-Pay. Additionally, the convenience fees are greatly reduced for the citizens of McLean County by using Illinois E-Pay:

| Payment | | OPC Rate | E-Pay Fee |
|----------|----------|----------|-----------|
| From | To | | |
| \$0.01 | \$49.99 | \$3.00 | \$1.25 |
| \$50.00 | \$99.99 | \$5.00 | \$2.50 |
| \$100.00 | \$199.99 | \$7.00 | \$5.00 |
| \$200.00 | \$299.99 | \$10.00 | \$7.50 |
| \$300.00 | \$399.99 | \$12.00 | \$10.00 |
| \$400.00 | \$499.99 | \$15.00 | \$11.25 |
| \$500.00 | \$599.99 | \$18.00 | \$12.00 |
| \$600.00 | \$699.99 | \$21.00 | \$14.00 |
| \$700.00 | \$799.99 | \$24.00 | \$16.00 |
| \$800.00 | \$899.99 | \$27.00 | \$18.00 |
| \$900.00 | \$999.99 | \$30.00 | \$20.00 |

Below is a summary of transactions made in 2003 through Official Payments – we anticipate this number will grow with a more affordable rate:

| | Transactions | Payments |
|--------------|--------------|-----------------------|
| Amex | 81 | \$143,004.76 |
| Discover | 80 | \$104,013.48 |
| MasterCard | 306 | \$452,566.44 |
| Visa | 462 | \$634,657.22 |
| Total | 929 | \$1,334,241.90 |

Method: Illinois E-Pay charges a convenience fee for the processing of the transaction, which is indicated to a client before they choose to make that payment. The fee is assessed, charged and paid only to Illinois E-pay under a separate merchant number; the money is never collected nor redistributed to the County. A second transaction is automatically created, debiting to the County the exact amount of the request. This process is diagrammed in the attached documentation.

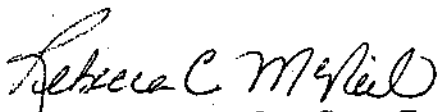
This method(s) of payment will not replace the methods currently available to our citizens of mail, personal delivery etc., but rather provide an additional option should that citizen desire to use it. All currently available forms and methods of payment will remain in place.

Accepted methods of payments are MasterCard, American Express, Discover and iChecks. Visa is accepted only for Real Estate taxes due to card agreement obligations.

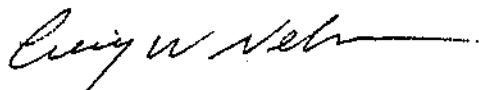
The technological requirements are minimal, have been reviewed by Information Services and been found to be acceptable.

Information Services and the Treasurer's office contacted several current Illinois clients who are pleased with the service. Currently over 40 Illinois counties are being served by the Illinois E-pay system.

We respectfully request approval to terminate our agreement with Official Payments Corporation and to enter into agreement with the Illinois E-pay system.



Rebecca C. McNeil, McLean County Treasurer



Craig W Nelson, Director, McLean County Information Services



REBECCA C. McNEIL
COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706

P.O. Box 2400

Bloomington, Illinois 61702-2400

McLean County

Internet/IVR Convenience Fee Schedule
Visa, MasterCard, Discover and Amex

| <u>Transaction Total</u> | | <u>Official</u> | <u>Illinois</u> | <u>Difference</u> | |
|--------------------------|-----------------|-----------------|-----------------|-------------------|-----|
| | | <u>Payments</u> | <u>EPAY</u> | | |
| \$ 1,000.01 | To \$ 1,100.00 | \$ 30.00 | \$ 19.25 | \$ 10.75 | 36% |
| \$ 1,100.01 | To \$ 1,200.00 | \$ 33.00 | \$ 21.00 | \$ 12.00 | 36% |
| \$ 1,200.01 | To \$ 1,300.00 | \$ 36.00 | \$ 22.75 | \$ 13.25 | 37% |
| \$ 1,300.01 | To \$ 1,400.00 | \$ 39.00 | \$ 24.50 | \$ 14.50 | 37% |
| \$ 1,400.01 | To \$ 1,900.00 | \$ 42.00 | \$ 26.25 | \$ 15.75 | 38% |
| \$ 1,900.01 | To \$ 2,400.00 | \$ 57.00 | \$ 35.00 | \$ 22.00 | 39% |
| \$ 2,400.01 | To \$ 2,900.00 | \$ 72.00 | \$ 43.75 | \$ 28.25 | 39% |
| \$ 2,900.01 | To \$ 3,400.00 | \$ 87.00 | \$ 52.50 | \$ 34.50 | 40% |
| \$ 3,400.01 | To \$ 3,900.00 | \$ 102.00 | \$ 61.25 | \$ 40.75 | 40% |
| \$ 3,900.01 | To \$ 4,400.00 | \$ 117.00 | \$ 70.00 | \$ 47.00 | 40% |
| \$ 4,400.01 | To \$ 4,900.00 | \$ 132.00 | \$ 78.75 | \$ 53.25 | 40% |
| \$ 4,900.01 | To \$ 5,900.00 | \$ 147.00 | \$ 87.50 | \$ 59.50 | 40% |
| \$ 5,900.01 | To \$ 7,400.00 | \$ 177.00 | \$ 105.00 | \$ 72.00 | 41% |
| \$ 7,400.01 | To \$ 9,900.00 | \$ 222.00 | \$ 131.25 | \$ 90.75 | 41% |
| \$ 9,900.01 | To \$ 10,000.00 | \$ 297.00 | \$ 175.00 | \$ 122.00 | 41% |

Members Sorensen/Moss moved the County Board approve a Request for Approval of Service Agreement with Illinois E-Pay to provide Credit Card Services for Payment of Property Taxes - County Treasurer's Office. Member Sorensen stated the following: I want to say I appreciate that Member Segobiano brought up in the Executive Committee meeting that we were missing some information about this agenda item in the Executive Committee packet, specifically examples of what the fee structure would be for transactions. That information is now found on page 151 of the County Board packet and it shows good savings in terms of transaction fees for the residents who choose to use this method of payment for their property taxes. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AGREEMENT FOR INSURANCE BROKERAGE SERVICES

This Agreement made and entered into this February 17, 2004 , 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 February 18, 2003 and ending March 1, 2004 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, 2004 to March 1, 2005, 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 1ST day of MARCH, 2004, between Acordia, hereinafter called "agent" and COUNTY OF MCLEAN (a Corporation, Sole Proprietor, Partnership) hereinafter called "client."

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

- Package
- Property
- General Liability
- Other CRIME AND BOILER
- Automobile
- Umbrella
- Workers Compensation

2. Client agrees to remit the sum of \$27,700.00 as a service fee, payable as follows:

- Quarterly Installments of \$6,925.00. (Payable 3/20/04; 6/20/04; 9/20/04 and 12/20/04)
- Installment
Downpayment due _____ in the amount of \$ _____, plus _____ equal installments due the _____ of each succeeding month in the amount of \$ _____ each.

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

By: _____

By: G.W. McColloch
G.W. McColloch, Agent



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940 FAX: (309) 888-5949
 104 West Front Street P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
 Bloomington, IL 61702-2400

Memo To: Matt Sorensen, Chairman
 Members, Finance Committee

From: Jen Ho, Risk Manager *Jen Ho*

Date: February 24, 2004

Subject: Amended Nursing Home Liability Insurance/Agent's Service Fee

Following the Board's approval of the insurance program on February 17, 2004, our agent, Wally McColloch of Acordia/IRM, discovered a mathematical error on computing the premiums for the excess \$ 1 million on the Nursing Home, and the subsequent need to amend our service fees with our agent. Consequently, we are bring these items back for your consideration.

To recap, the Nursing Home Liability Insurance is underwritten as a primary layer of \$ 1 million, with no deductible, and a following excess layer of \$ 1 million to bring the total limits to \$ 2 million. The premiums for the second layer of coverage was computed as a percentage of the underlying premiums of \$ 86,400, inclusive of commissions. Additionally, associated with participating in the program are risk management fees of \$ 3,250.00. Following negotiations with excess carrier, the excess percentage was reduced from 37% to 30%.

The premiums for the \$ 2 million in coverage is computed as follows:

| | |
|--|---------------------|
| Premiums for Primary layer of \$ 1 million | = \$ 86,400 |
| Premiums for Excess layer of \$ 1 million (30% of Primary) | = \$ 25,920 |
| <u>Total Premiums inclusive of commissions</u> | <u>= \$ 112,320</u> |

Total due to Carrier = Premiums + Risk Management Fees
 = \$ 112,320 + \$ 3,250 = \$ 115,570

The County will be billed for this amount of \$ 115,570. However, because our agent is working on a fee basis, the net cost to the County for the nursing home liability coverage is as follows:

Net to County = (Premiums - Commissions) + Risk Management Fees
 = \$ 108,108 + \$ 3,250 = \$ 111,358

Commissions for the nursing home liability insurance will be deducted from the service agreement for \$ 32,000 approved by the Board on February 17, 2004. All other terms and conditions remain the same. Consequently, we are forwarding the amended changes to the Committee's consideration as follows:

| | Changes | Board Approved @2/17/04 | Difference |
|------------------------|--------------------|----------------------------|-----------------|
| Premiums- \$ 2 Million | \$ 115,570 (gross) | \$ 103,559 (net) | \$ 12,011 |
| Service Fees | \$ 27,700 | \$ 32,000 | (\$ 4,300) |
| Total: | \$ 143,270 | \$ 135,559 | \$ 7,711 |

Mr. Don Lee, Administrator of the Nursing Home has been advised of this turn of events and will contribute the additional monies from his funds. The contribution from the nursing home will be \$ 74,645. Please call me at 309/888-5940 for questions. Thank you.

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Amended Nursing Home Liability Insurance and of a Revised Agreement for Insurance Brokerage Services – Risk Management Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Selzer moved the County Board approve Consideration of proposed Collective Bargaining Agreement with the Laborers' Local 362, Representing the MetCom Telecommunicators, and the McLean County Board. Member Sorensen stated the following: I would like to thank the Administrator's Office and the negotiation team specifically for their hard work on this contract. As a Board being responsible, we should be very proud of the economics of this deal. Clerk Milton shows all Members present, except Member Renner, voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE PUBLIC DEFENDER
TO OFFER A SALARY ABOVE THE MAXIMUM STARTING SALARY

WHEREAS, the Public Defender obtained a grant from the Illinois Juvenile Justice Commission to hire a social worker who will work with juvenile clients to coordinate information collection, appointments with social agencies, and other services which will help to reduce pretrial time in the Juvenile Detention Center and to identify appropriate alternatives to detention for juvenile clients; and,

WHEREAS, the skills and background necessary for this position combine attributes of social work and court services work; and,

WHEREAS, the Public Defender requested authorization from the Finance Committee to offer a salary above the starting maximum salary in order to recruit an experienced candidate for this position; and,

WHEREAS, the Finance Committee, at a special meeting on Tuesday, March 16, 2004, approved the request of the Public Defender to offer a salary above the starting maximum salary in order to recruit an experienced candidate for the position of Case Manager for juvenile justice; now, therefore,


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

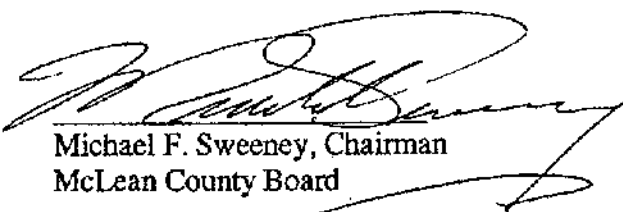
- (1) That the Public Defender is hereby authorized to offer a starting salary at Step 21 of Grade 8 in order to recruit an experienced candidate for the position of Case Manager.
- (2) That the Public Defender is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of March, 2004.

ATTEST:

APPROVED:


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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Authorizing the Public Defender to Offer a Salary above the Maximum Starting Salary – Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: under Items for Information, distributed at the Member's places this morning you will find a document that is a photocopy of a check. What this is, for your information, is a copy of a check that was sent to us as reimbursement for the cost of the Optical Scan Voting Equipment that was put into use for the first time today. This is good news. It shows that we have done a good job of working with Federal and State Agencies to make these technological advances in the election process. I want to thank Peggy Ann Milton for all of her hard work to both implement these changes and to make sure that we got reimbursed for them. The rest of the General Report is on pages 162-195 of your packet.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, presented the following:

| | | | | | |
|-------------------------------|--|---------------------------|-----------|----------------|------------------|
| Local Agency McLean County |  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Section 99-00046-11-RS | | | |
| | | Fund Type STR | | | |
| | | 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 PJ Keller Highway (C.H. 8) Route FAS 473 Length 6.4824 Miles

Termini Approximately 950' East of the Lake Bloomington Spillway Bridge on the West end and Interstate 55 on the East end

Current Jurisdiction McLean County

Project Description

Existing Str. No. 057-5103

Resurfacing with the construction of leveling binder, area reflective crack control, 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 | 1,040,000 | (80) | () | () | 260,000 | (20) | 1,300,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| TOTAL | \$ 1,040,000 | | \$ | | \$ 260,000.00 | | \$ 1,300,000 |

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 \$260,000 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-93-063-04 | SR-473(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.

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- (14) 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.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (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.
- (17) 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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) 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 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.

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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.

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 _____

APPROVED

State of Illinois
Department of Transportation

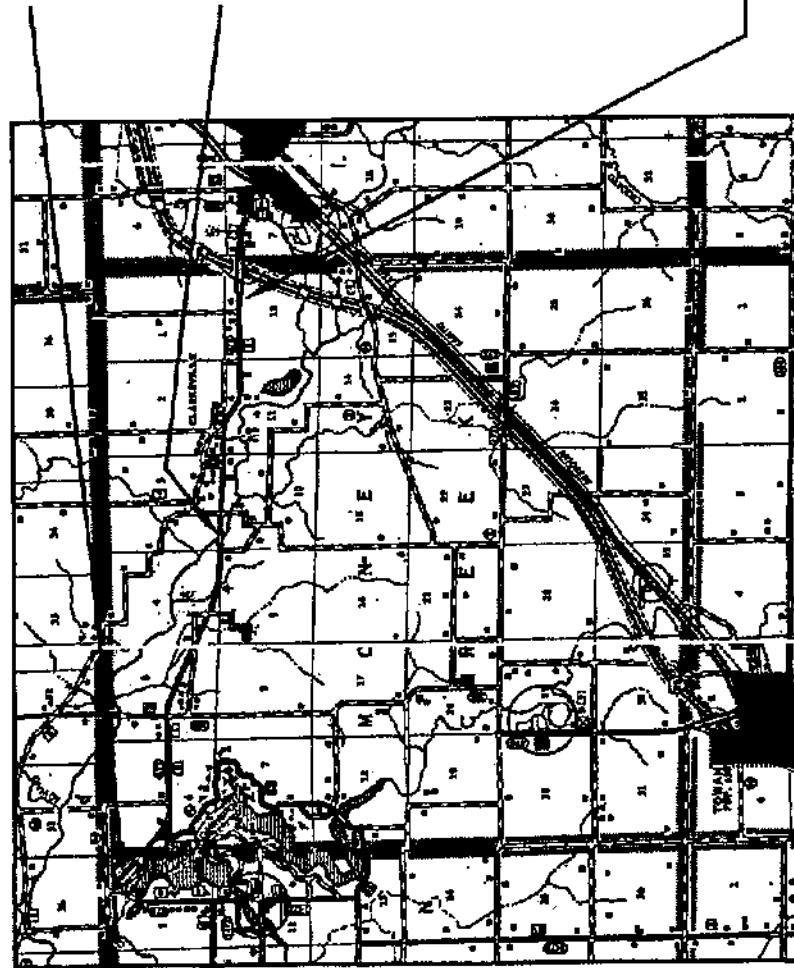
By _____
Director of Highways

Date _____

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

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LOCATION MAP
SECTION 99-00046-11-RS



BEGINNING STA: 59+68

BRIDGE OMISSION
STA: 265+59.93 TO
STA: 268+83.07

ENDING STA: 405+18

ADDENDUM #1

Members Bass/Hoselton moved the County Board approve a Request for Approval of a Federal Agency Agreement for PJ Keller Highway – Sec. 99-00046-11-RS – Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: the General Report is on pages 201-207.

REPORT OF COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I would just call the Board's attention to one other item which appeared in the agenda packet on page 195. I am pleased to advise the Board that again for the 18th or 19th consecutive year, McLean County has been awarded a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officer's Association. This is the highest award that a local government can earn in terms of financial reporting. It is certainly a compliment to the County Treasurer's Office and the County Auditor's Office for the job they do throughout the year and also the work they do in preparing for the outside audit that began yesterday. I think it is also a compliment to the Finance Committee and the County Board for the job that you do as Members in terms of the Board's financial reporting both in our budget and our annual report and also in terms of the policy decisions that are made by this Board. I certainly wanted to call the Board Member's attention to that and if you have an opportunity, I think it would be appropriate to say congratulations to the County Treasurer and Auditor. Member Segobiano stated that accolades should also go to the County Administrator and his office.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: I want to say congratulations to Member Berglund who received a certificate of appreciation from the NACO Steering Committee during the NACO conference in Washington. I also wanted to note, on page 118 at the end of the Justice Committee there are two possibilities for funding for the COPS program. I will have a full report on file by the end of this week. Lastly, I am glad to see there is a check coming from the State. There was a lot of concern from members at NACO that States were not going to release the money to them and I know Peggy Ann was anxious to get the check. It is good to see that we did do this now because for the other counties that are going to wait until the end there is the possibility that the funds will run short. Again, I am very grateful to see this and for Peggy Ann Milton's work.

Chairman Sweeney stated the following: if you haven't voted, please go out and vote. I want to recognize Bob Holliday from the Pantagraph. This is his last meeting with the County Board. He is going to move on to feature articles. Obviously he must think that is a promotion. Thank you for your attendance and all you have done for us.

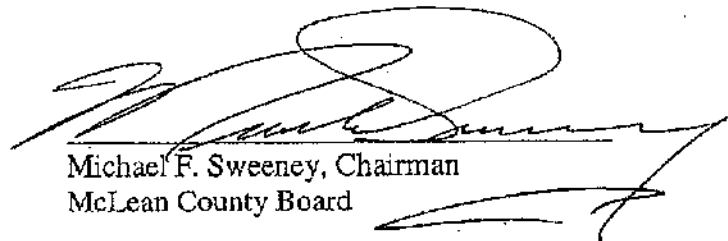
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

March 16, 2004

2004 Budget Expenditures

| COMMITTEE | PENDING EXPENDITURES | PRE-PAID EXPENDITURES | TOTAL EXPENDITURES |
|------------------|---------------------------------|----------------------------------|-------------------------------|
| Executive | | \$468,442.12 | \$468,442.12 |
| Finance | | \$925,043.20 | \$925,043.20 |
| Human Services | | \$423,715.22 | \$423,715.22 |
| Justice | \$9,811.60 | \$2,011,937.92 | \$2,021,749.52 |
| Land Use | \$252.67 | \$19,425.40 | \$19,678.07 |
| Property | \$30,821.74 | \$265,568.66 | \$296,390.40 |
| Transportation | | \$468,442.12 | \$468,442.12 |
| Health Board | | \$407,725.13 | \$407,725.13 |
| Disability Board | | \$46,310.17 | \$46,310.17 |
| T. B. Board | | \$24,625.06 | \$24,625.06 |
| Total | \$40,886.01 | \$5,061,235.00 | \$5,102,121.01 |




Michael F. Sweeney, Chairman
McLean County Board

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

Members Owens/Bostic moved for adjournment until Tuesday, April 20, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:37 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 16th day of March, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of April, 2004.


Peggy Ann Milton
McLean County Clerk