

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

January 20, 2009

*Subject to approval at  
February 17, 2009  
County Board Meeting*



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**January 20, 2009**

The McLean County Board met on Tuesday, January 20, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

**The following Members answered to roll call:**

Members Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Duane Moss, Robert Nuckolls, Sondra O'Connor, Benjamin Owens, Bette Rackauskas, Erin Rankin, Tari Renner, Paul Segobiano, James Soeldner, George Wendt, Lori Woolrab, Cathy Ahart, Diane Bostic, John Butler, William Caisley and Matt Sorensen.

**Consent Agenda:**

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

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, December 16, 2008
  
- B. County Highway Department – Eric Schmitt, County Engineer
  - 1) Request Approval of Audit Report #74 to be Filed with County Board – Motor Fuel Tax (MFT) – McLean County – 01/01/2007 – 12/31/07
  - 2) Request Approval of Audit Report #55 to be Filed with County Board – Township Bridge County Road Districts – 01/01/2007 - 12/31/2007
  - 3) Request Approval of Audit Report #55 to be Filed with County Board – Motor Fuel Tax (MFT) – County Road Districts – 01/01/2007 - 12/31/2007
  - 4) Request Approval of Resolution and Letting Results from the December 23, 2008 County and Township 2009 MFT Maintenance Sections and County 2009 Non-MFT Section
  - 5) Request Approval of Local Agency Agreement for Federal Participation, Dawson Lake Rd – CH 36 – Sec 07-00045-03-BR – Hart Bridge
  - 6) Request Approval of a Resolution Extending Section 2007 Non-MFT Pipe Culvert Contract With Contech Construction Products
  - 7) Request Approval of Resolution Listing Projects for consideration in the proposed Economic Stimulus Program
  
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the application in case SU-08-12 for a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is located in Cheneys Grove Township at 38362 East 1300 North Road, Saybrook, IL
    - b) Request Approval of the Application in case SU-08-13 for a special use to allow a greenhouse/nursery in the Agriculture District on property which located in Gridley Township immediately southeast of the intersection of U.S. Route 24 and 2280 East Road
    - c) Request Approval of the application in case SU-08-14 for a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is located in Empire Township at 1750 N 2700 East Road, LeRoy, IL

- d) Request Approval of the application in case SU-08-15 for a special use to allow a single family residence in the Agriculture District due to unique circumstances on property which is located in Money Creek Township at 21757 E 2450 North Road, Lexington, IL
  - e) Request Approval of the application in case SU-08-16 for a special use to allow a rural home-based off-premise business as an agricultural drainage and drain tile installation facility in the Agriculture District on property which is located in Martin Township at 30272 Mackinaw River Road, Colfax, IL
- 2) Subdivision Cases:  
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
- 1) Finance Committee
    - a) Request Approval to Purchase a 2009 Ford F-150 Truck from Bob Ridings Ford, Taylorville, IL via The State of Illinois Joint Purchase Contract #401408 for \$18,900.00, and Purchase a Western Snow Plow with back drag blade from Quality Truck & Equipment Company for \$4,540.00 – Nursing Home
    - b) 2008 County Wellness Program Report and Request for Approval of the 2009 Wellness Program – Health Department
  - 2) Justice Committee
    - a) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility – Sheriff's Department
    - b) Request Approval of Clothing Bid with Ray O'Herron Co. for Police Uniforms and Equipment Purchases from February 1, 2009 to January 31, 2010 for the Sheriff's Department



RECEIVED

DEC 16 2008

MCLEAN CO. HIGHWAY DEPT.

Agency: COUNTY OF McLean	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2007
	Audit Number: 74
	Date: November 18, 2008



**Illinois Department  
of Transportation**

**Auditor's Certificate**

COUNTY OF McLean

Audit Report No. 74

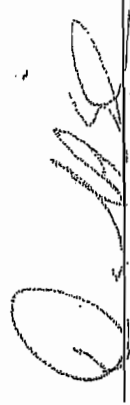
We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
Auditor

Date: 11/24/08

REVIEWED AND APPROVED BY

  
District Local Roads and Streets Engineer



COUNTY OF McLean

Audit Report No. 74

Audit Period: Jan. 1, 2007 to Dec. 31, 2007


Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2007

The other receipts to the Motor Fuel Tax Fund were \$1,219,950.18 received as follows:

Interest 2007	93,775.02
Reimbursement	661,121.19
Supplemental Allot	389,011.00
B-N Airport	35,000.00
FEMA	41,042.97

Total received: \$1,219,950.18

The 2007 Municipal Maintenance Expenditure Statement (BLR14310) is on file and agrees with the Summary of Motor Fuel Tax Fund Transactions by Section and Category (BLR15106). Final Reports (BLR13510) were received for the following: 99-00046-11-RS; 99-00057-09-DR; ; 05-00047-09-BR; 05-00130-14-RS; Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 





**Illinois Department  
of Transportation**

**Fund Balance and Bank Reconciliation**

COUNTY OF McLean

Audit Report No. 74

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	1,875,505.86	185,895.03	2,061,400.89	
Allotments	2,532,540.90	0.00	2,532,540.90	
Total MFT Funds	4,408,046.76	185,895.03	4,593,941.79	
Approved Authorizations	(3,412,499.74)	3,412,499.74	0.00	
Other Receipts		1,219,950.18	1,219,950.18	
Disbursements	995,547.02	4,818,344.95	5,813,891.97	
Surplus (Credits)	883,582.69	(883,582.69)	0.00	
Unexpended Balance	1,879,129.71	300,825.79	2,179,955.50	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2007			250,074.47	
Deduct Outstanding Warrants			60.01	
Add Outstanding investments			1,929,941.04	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2007			2,179,955.50	

*Ruth Anderson*  
Auditor

Certified Correct



RECEIVED

DEC 16 2008

MCLEAN CO. HIGHWAY DEPT.

Agency: McLean County	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2007
	Audit Number: 55
	Date: November 18, 2008



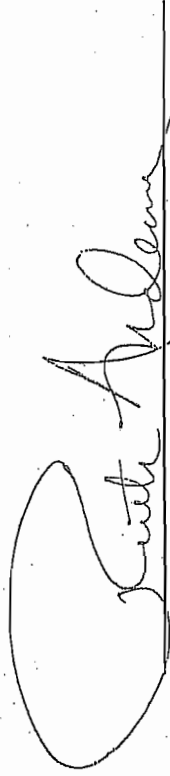
Auditor's Certificate

Supplemental  
Audit Report No. 55

McLean County Township Bridge

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
Auditor

REVIEWED AND APPROVED BY

  
District Local Roads and Streets Engineer

Date: 11/21/08



Auditor's Comments

Supplemental  
Audit Report No. 55

McLean County Township Bridge

Audit Period: Jan. 1, 2007 to Dec. 31, 2007

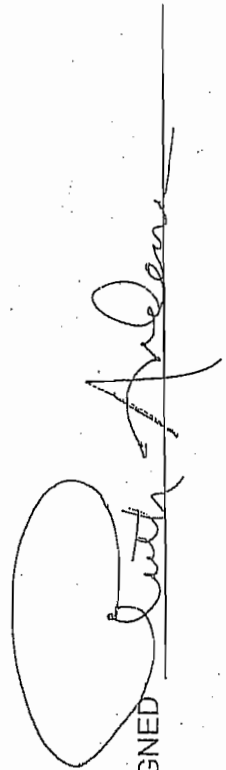
Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2007

The other receipts to the Township Bridge Fund were \$20,063.81 received as follows:

Interest 2007	558.46
Reimbursement	19,505.35

Total received: \$20,063.81

Final Reports (BLR713510) were received for the following Sections: 93-05125-00-BR; Adequate records are available to support Fund activity.  
This Audit was done on a selective sampling basis.

SIGNED 



**Illinois Department  
of Transportation**

**Fund Balance and Bank Reconciliation**


Supplemental  
Audit Report No. 55

McLean County Township Bridge

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	154,979.60	137,343.57	292,323.17	
Allotments	208,202.77	0.00	208,202.77	
Total MFT Funds	363,182.37	137,343.57	500,525.94	
Approved Authorizations	(208,202.77)	208,202.77	0.00	
Other Receipts		20,063.81	20,063.81	
<b>Total</b>	154,979.60	365,610.15	520,589.75	
Disbursements		324,842.87	324,842.87	
Surplus (Credits)	946.19	(946.19)	0.00	
Unexpended Balance	155,925.79	39,821.09	195,746.88	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2007			176,283.64	
Deduct Outstanding Warrants				
Add Outstanding investments			19,463.24	
Additions				
Subtraction's				
<b>Net Balance in Account Dec. 31, 2007</b>			<b>195,746.88</b>	

  
 Certified Correct  
 Auditor

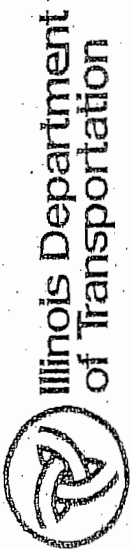


RECEIVED

DEC 16 2008

McLEAN CO. HIGHWAY DEPT.

Agency: McLean County Road Districts	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2007
	Audit Number: 55
	Date: November 18, 2008



Auditor's Certificate

McLean County Road Districts


Audit Report No. 55

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County Road Districts for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

  
Auditor

REVIEWED AND APPROVED BY

  
District Local Roads and Streets Engineer

Date: 12/2/08



**Illinois Department  
of Transportation**

**Fund Balance and Bank Reconciliation**

McLean County Road Districts

Audit Report No. 55

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	1,241,382.10	991,467.81	2,232,849.91	
Allotments	2,196,888.34	0.00	2,196,888.34	
Total MFT Funds	3,438,270.44	991,467.81	4,429,738.25	
Approved Authorizations	(2,796,494.94)	2,796,494.94	0.00	
Other Receipts		288,336.66	288,336.66	
Total	641,775.50	4,076,299.41	4,718,074.91	
Disbursements		2,228,207.65	2,228,207.65	
Surplus (Credits)	970,220.22	(970,220.22)	0.00	
Unexpended Balance	1,611,995.72	877,871.54	2,489,867.26	
<b>Bank Reconciliation</b>				
Balance in Fund per Bank Certificate Dec. 31, 2007			90,505.19	
Deduct Outstanding Warrants			240.90	64.90
Add Outstanding investments			2,397,624.57	176.00
Additions			1,978.40	0.05
Subtraction's				
Net Balance in Account Dec. 31, 2007			2,489,867.26	1,978.35

o/s check

3739

3751

o/s allotment

0.05

o/s dec 07 int

Certified Correct

Auditor



RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 6, 2009, for a letting held on December 23, 2008, for McLean County & one (1) Road District 2009 MFT Maintenance Sections and McLean County 2009 Non-MFT Maintenance Section, and

WHEREAS, the Transportation Committee duly approved the bids on January 6, 2009,

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

2009 MFT MAINTENANCE SECTIONS:

**McLean County..... Sec 09-00000-00-GM..... GR 4**

The successful bidders on the above section were:

Valley View Industries.....	\$7.50 per Ton .....	\$45,000.00
8785 E 2500 North Rd, Cornell, IL 61319 ..... (McDowell / Fairbury)		
Prairie Materials.....	\$7.65 per Ton .....	\$45,900.00
15887 E 1200 North Rd, Pontiac, IL 61764 ..... (Eppards Point)		
Carri Scharf Materials .....	\$9.25 per Ton .....	\$55,500.00
7 Carri Dr, Bloomington, IL 61705 . ..... (Heyworth)		
Stark Materials .....	\$9.75 per Ton .....	\$58,500.00
1805 W Washington St, Bloomington, IL 61701 .... (Sholty Pit)		
Rowe Construction Co, .....	\$10.50 per Ton .....	\$63,000.00
a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609 Bloomington, IL 61702-0609 ..... (Carmichael)		

**McLean County..... Sec 09-00000-00-GM..... GR 4A**

The successful bidders on the above section were:

Carri Scharf Materials .....	\$12.25 per Ton .....	\$12,250.00
7 Carrie Dr, Bloomington, IL 61705 ..... (Rte 9, Blm)		
Rowe Construction Co, .....	\$9.00 per Ton .....	\$9,000.00
A Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609 Bloomington, IL 61702-0609 ..... (Carmichael)		

**McLean County..... Sec 09-00000-00-GM..... GR 5**

The successful bidders on the above section were:

Prairie Materials.....	.....	\$2,700.00
15887 E 1200 North Rd, Pontiac, IL 61764 ..... (Eppards Point)		
Valley View Industries.....	.....	\$2,730.00
8785 E 2500 North Rd, Cornell, IL 61319 ..... (Fairbury)		

**McLean County..... Sec 09-00000-00-GM..... GR 7**

The successful bidder on the above section was:

River City Supply.....	(Rowe Yard / Downs Plant).....	\$8,000.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609		

**McLean County..... Sec 09-00000-00-GM..... GR 8**

The successful bidder on the above section was:

McLean County Asphalt Co, Inc .....	.....	\$4,425.00
1100 W Market St, Bloomington, IL 61701		

**Arrowsmith RD ..... Sec 09-03000-00-GM..... GR 14**

The successful bidder on the above section was:

Limestone Transit Co ..... \$17,325.00  
1206 W Oak St, PO Box 80, Fairbury, IL 61739

**2009 Non-MFT MAINTENANCE SECTIONS:**

**McLean County..... Sec 2009 Non-MFT..... GR 6**

The successful bidders on the above section were:

Prairie Materials ..... (Eppards Point) ..... \$11,250.00  
15887 E 1200 North Rd, Pontiac, IL 61764

**McLean County..... Sec 2009 Non-MFT..... GR 19**

The successful bidders on the above section were:

Carri Scharf Materials ..... \$5,250.00  
7 Carri Dr, Bloomington, IL 61705  
Stark Materials ..... (Sholty Pit) ..... \$5,250.00  
1805 W Washington St, Bloomington, IL 61705  
Prairie Materials ..... Eppards Point)..... \$6,500.00  
15887 E 1200 North Rd, Pontiac, IL 61764  
Rowe Construction Co, ..... (Carmichael)..... \$6,750.00  
a Div of RA Cullinan & Son, Inc  
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609  
Valley View Industries..... (McDowell Quarry)... \$7,700.00  
8785 E 2500 North Rd, Cornell, IL 61319

---

Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.

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 20<sup>th</sup> day of January A.D., 2009.

[SEAL]

---

Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY ITEMS	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	CARRI SCHARF UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	PRAIRIE MAT UNIT PRICE TOTAL	VALLEY VIEW UNIT PRICE TOTAL
Sec 09-00000-00-GM GR 4	On Truck	Ton	6,000	\$9.50	\$57,000.00	\$10.50 \$63,000.00	\$9.250 \$55,500.00	\$9.75 \$58,500.00	\$7.65 \$45,900.00	\$7.50 \$45,000.00
Agg Surf Course 17B CA-6 or CA-10	On Truck	Ton	6,000	\$9.50	\$57,000.00	\$10.50 \$63,000.00	\$9.250 \$55,500.00	\$9.75 \$58,500.00	\$7.65 \$45,900.00	\$7.50 \$45,000.00
Location of Pit or Quarry						Garnichtael Pit 10.53%	Heyworth -2.63%	Sholly Pit @ Becker Pit 2.63%	YD 88 -19.47%	McDowell & Fairbury -21.05%
McLEAN COUNTY ITEMS						ROWE	CARRI SCHARF	STARK	PRAIRIE MAT	VALLEY VIEW
Sec 09-00000-00-GM GR 4A	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	CARRI SCHARF UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	PRAIRIE MAT UNIT PRICE TOTAL	VALLEY VIEW UNIT PRICE TOTAL
Agg Surf C/Se Bit Mills CA-6 or CA-10	On Truck	Ton	1,000	\$9.90	\$9,900.00	\$9.00 \$9,000.00	\$12.250 \$12,250.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
Location of Plant, Pit or Quarry						Carrichtael Pit -9.09%	RT 9 23.74%			
McLEAN COUNTY ITEMS						PRAIRIE MAT	VALLEY VIEW			
Sec 09-00000-00-GM GR 5	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	PRAIRIE MAT UNIT PRICE TOTAL	VALLEY VIEW UNIT PRICE TOTAL			
Gradation RR-1	On Truck	Ton	300	\$9.20	\$2,760.00	\$9.00 \$2,700.00	\$9.100 \$2,730.00			
Location of Pit or Quarry						-2.17%	-1.09%			
McLEAN COUNTY ITEMS						YD 88	Fairbury	RIVER CITY		
Sec 09-00000-00-GM GR 7	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	McLEAN COUNTY UNIT PRICE TOTAL	VALLEY VIEW UNIT PRICE TOTAL	RIVER CITY UNIT PRICE TOTAL		
Biluminous Mixture M19-07	On Truck	Ton	100	\$90.00	\$9,000.00	\$0.00 \$0.00	\$0.00 \$0.00	\$80.00 \$8,000.00		
Location of Plant or Stockpile						-100.00%	-100.00%	-11.11%		
McLEAN COUNTY ITEMS						McLEAN COUNTY	VALLEY VIEW	RIVER CITY		
Sec 09-00000-00-GM GR 8	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	McLEAN COUNTY UNIT PRICE TOTAL	VALLEY VIEW UNIT PRICE TOTAL	RIVER CITY UNIT PRICE TOTAL		
Biluminous Mixture Syvax M 120-07	On Truck	Ton	50	\$100.00	\$5,000.00	\$89.50 \$4,425.00	\$0.00 \$0.00	\$0.00 \$0.00		
Location of Plant or Stockpile						-11.50%	-100.00%	-100.00%		
ARROWSMITH RD Sec 09-03000-00-GM GR 14	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	TOWANDA CO UNIT PRICE TOTAL	CRANE TRUCKING UNIT PRICE TOTAL	LIMESTONE TRANSIT UNIT PRICE TOTAL		
Cover Coat Agg CA-14 (Crushed Limestone Only)	F.O.B. Typ Stockpile	Ton	1,050	\$16.50	\$16,275.00	\$16.73 \$17,566.50	\$17.180 \$18,039.00	\$16.50 \$17,325.00		
						7.94%	10.84%	6.45%		
ARROWSMITH RD Sec 09-03000-00-GM GR 15	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	TOWANDA CO UNIT PRICE TOTAL	CRANE TRUCKING UNIT PRICE TOTAL	LIMESTONE TRANSIT UNIT PRICE TOTAL		
CA-6 or CA-10 (Crushed Limestone Only)	F.O.B. Typ Stockpile	Ton	600	\$9.25	\$5,550.00	\$11.47 \$6,882.00	\$12.33 \$7,398.00	\$11.60 \$6,960.00		
						24.00%	33.30%	25.41%		

McLEAN COUNTY HIGHWAY DEPARTMENT  
December 23, 2008

McLEAN COUNTY  
Sec 2009 Non-MFT-GR 6  
ITEMS  
Gradation RR-4

DELIVERY UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	PRAIRIE MAT UNIT PRICE	TOTAL	VALLEY VIEW UNIT PRICE	TOTAL
On Truck Ton	500	\$21.00	\$10,500.00	\$22.50	\$11,250.00	\$0.00	\$0.00
			\$10,500.00	\$11,250.00	7.14%		-100.00%

Location of Pit or Quarry

McLEAN COUNTY  
Sec 2009 Non-MFT-GR 19  
ITEMS

DELIVERY UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	PRAIRIE MAT UNIT PRICE	TOTAL	VALLEY VIEW UNIT PRICE	TOTAL
On Truck Ton	1,000	\$7.00	\$7,000.00	\$6.75	\$6,750.00	\$7.70	\$7,700.00
			\$7,000.00	\$6,750.00	-3.57%	\$7,700.00	10.00%

Location of Plant or Stockpile

Carrichael Pit

Sholly Pit @ Becker Pit

Yd 88

McDowell Quarry



Illinois Department  
of Transportation

Local Agency Agreement  
for Federal Participation

Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 07-00045-03-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-312-08	BRS-487(106)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "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 described 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 Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name CH 36 Route FAS 487 Length \_\_\_\_\_  
Termini 1.5 miles southeast of Arrowsmith - Hart Bridge

Current Jurisdiction McLean County Existing Structure No 057-3204

Project Description

Bridge removal and replacement

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	448,000	( 80 )	( )	( )	112,000	( 20 )	560,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
TOTAL	\$ 448,000		\$		\$ 112,000		\$ 560,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on 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 above.  
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 (80% of LA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
METHOD C---LA's Share 112,000 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)

Agreement Provisions

THE LA 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 LA 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 80% 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 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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

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

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

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA'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 LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**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 LA 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 LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 LA 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 LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Matt Sorensen

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number 376001569

APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Milton R. Sees, Secretary of Transportation

Date \_\_\_\_\_

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

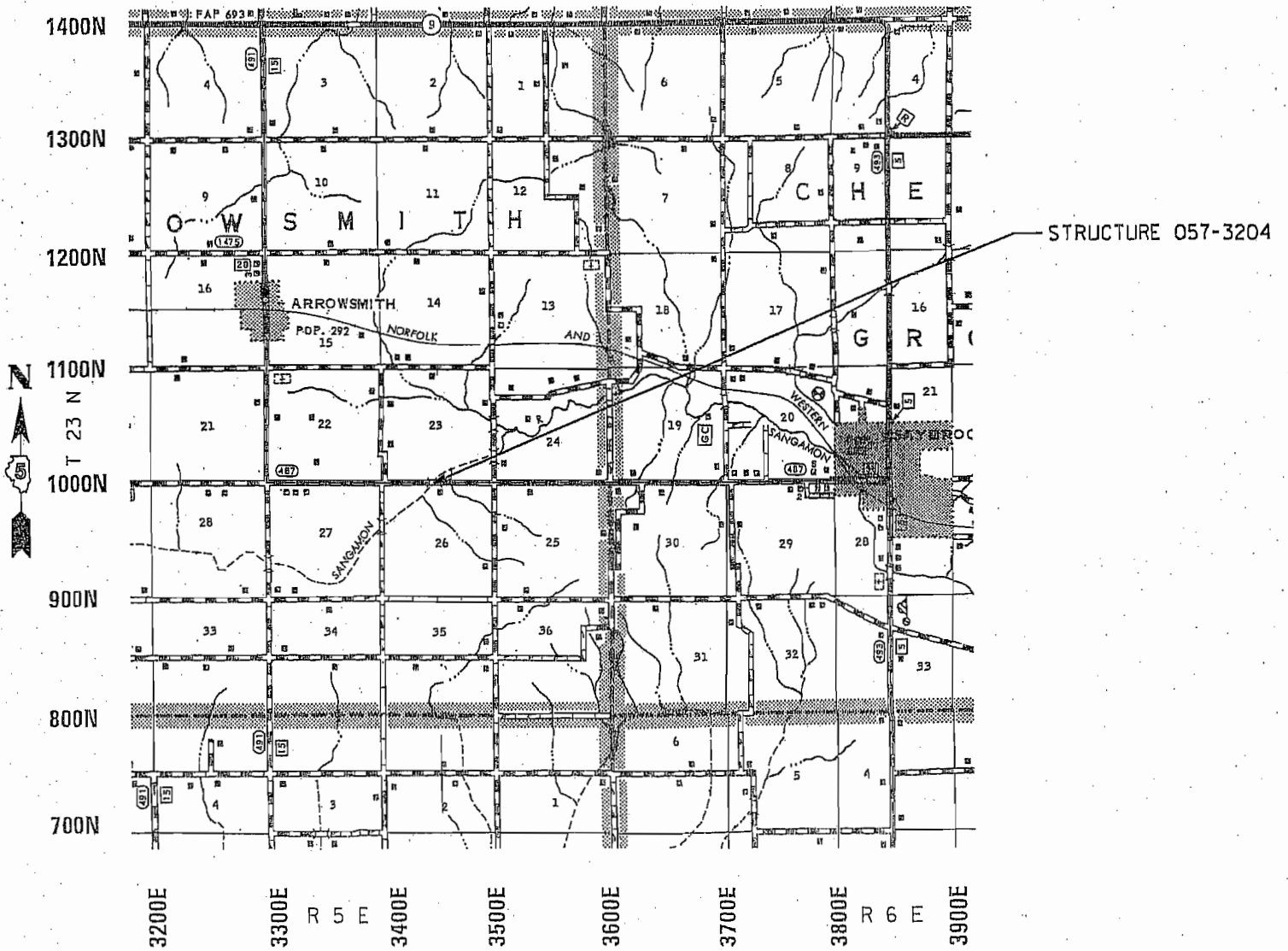
\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

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



MCLEAN COUNTY  
STRUCTURE LOCATION MAP  
SECTION 07-00045-03-BR



RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 6, 2007, for a letting held on January 31, 2007, and the County Board of McLean County awarded the material contract to Contech Construction Products on February 20, 2007, for McLean County Section 2007 Non-MFT Pipe Culvert, and

WHEREAS, the special provisions allowed for the contract to be extended annually for two calendar years upon written mutual consent, and

WHEREAS, the contract was extended for calendar year 2008, and

WHEREAS, calendar year 2009 is the second calendar year, and

WHEREAS, the Transportation Committee duly approved the extension on January 6, 2009.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they extend the following material contract:

2007 Non-MFT MAINTENANCE SECTION:

McLean County.....Sec 2007 Non-MFT Pipe Culvert

The successful bidder on the above section was:

Contech Construction Products.....\$261,908.60  
1509 W Mt Vernon, Metamora, IL 61548

\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.

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 20<sup>th</sup> day of January A.D., 2009.

[SEAL]

\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

RECEIVED

DEC 15 2008

McLEAN CO. HIGHWAY DEPT.

12/11/08

To: McLean County Highway Department  
Attn: Eric Schmitt, P.E. – County Engineer

From: Dick Schertz – Contech Construction Products Inc.

Subject: 2008 Bid Extension

Mr. Schmitt –

CONTECH CONSTRUCTION PRODUCTS INC. has been your supplier of corrugated steel pipe, bands and end sections during calendar year 2008. We have enjoyed working with you and the rest of your organization and hope that we have met your culvert needs and expectations over the last year.

We would like to continue our working relationship by extending our current 2008 bid prices for all present bid items through the 2009 calendar year. I would be glad to discuss with you the details of this supply agreement and any modifications needed to facilitate the extension of our current contract through 2009.

Thank you for your business in 2008. Please contact me at your earliest convenience concerning this offer. I hope you and your staff have a happy and joyful Christmas and New Year.

Sincerely yours,

*Dick Schertz*

Dick Schertz – Contech Construction Products Inc.



The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 2007 NON-MFT Culvert Pipe, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

## 2007 NON-MFT Pipe Culverts

The quantities bid are estimates for bidding purposes only. The actual quantities will vary. Delivery of pipe and end sections is to be within 3 weeks of the verbal order dates. Pipe and end sections will be ordered in various quantities from individual pipe to several pipes to a truckload throughout the year. Pipe and end sections will be delivered to various job sites and yards within McLean County. All billing and payment will be through the McLean County Highway Department.

The bid check of the successful bidder will be held to insure delivery of pipe and end sections as ordered. If delivery is not met on any order, the bid check will be cashed and the culverts will be ordered from the next low bidder. The bid checks shall be either a bank cashier's check or a properly certified check make payable to the McLean County Treasurer in the amount of \$7,500.00.

Unbalanced bids will be rejected.

All pipe culverts shall be standard 2 2/3" x 1/2" corrugations unless indicated as 3" x 1" corrugations in this proposal.

All materials supplied shall be from a certified producer.

All pipe shall be annular riveted.

All bands shall be annular riveted.

Rolled ends may be required on some pipe ordered between 12" and 30" diameter.

Bands for 10" through 21" diameter shall be 1 foot wide and will be paid for as 1 foot of pipe.

Bands for 24" through 54" diameter shall be 2 foot wide and will be paid for as 2 foot of pipe.

Bands 60" and larger shall be 3 foot wide and will be paid for as 3 foot of pipe.

Bands 36" and larger shall be Semi-Oneil Bands (the bottom half of the two piece connection band shall be physically connected to one piece of the pipe).

Bands will be ordered either galvanized or pre-coated, and paid for accordingly.

2007 NON-MFT Pipe Culverts  
SPECIAL PROVISIONS (continued)

All pipe designated as \_\_\_\_\_" CSCP \_\_\_\_\_ thickness Galv. Shall be Galvanized Corrugated Steel Culvert Pipe or Galvanized Corrugated Steel Arch Culvert Pipe conforming to the requirements of AASHTO M 36M (M36).

All pipe designated as \_\_\_\_\_" Pre-coated \_\_\_\_\_ thickness shall be Pre-coated Galvanized Corrugated Steel Culvert Pipe or Pre-coated Galvanized Corrugated Steel Arch Culvert Pipe. The pre-coated steel sheets used to fabricate these items shall conform to AASHTO M 246M (M246), Grade 10/10. The pre-coated culvert pipe and pipe arch shall conform to the requirements of AASHTO M245M (M245), except that the sheet thickness for the respective diameters of pipe shall be as specified in this proposal. Pre-coating for the connecting bands is required.

All pipe designated as \_\_\_\_\_" Perforated Pre-coated \_\_\_\_\_ thickness shall be Perforated Pre-coated Galvanized Corrugated Steel Culvert Pipe. The pre-coated steel sheets used to fabricate these items shall conform to AASHTO M 246M (M246), Grade 10/10. The pre-coated culvert pipe and pipe arch shall conform to the requirements of AASHTO M245M (M245), except that the sheet thickness for the respective diameters of pipe shall be as specified in this proposal. The perforations shall have a nominal diameter of 3/8 inch.

The Steel End Sections shall be fabricated of steel, and all component parts shall be of the same material. The base metal, rivets and spelter coating shall conform to AASHTO M 36M (M 36). Toe plates shall be furnished and the metal thickness shall be the same as that used in the end section. All 3-piece bodies shall have 0.109 in. sides and 0.138 in. center panels. Width of center panels shall be greater than 20 percent of the pipe periphery. Multiple panel bodies shall have lap seams which shall be tightly jointed with 3/8 in. rivets or bolts.

Upon mutual consent between the County and the Successful Bidder these prices may be extended annually for the next two calendar years. This mutual agreement shall be in writing.

No proposals will be issued after 12:00 p.m. the working day prior to the date of letting.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the National Association of Counties has collaborated with other local government groups to recommend to the President-elect an Economic Stimulus Program that would include funding for capital infrastructure when the new administration takes office on January 20, 2009, and

WHEREAS, the McLean County Highway Department has compiled a list of projects to submit for funding consideration through an Economic Stimulus Program, and

WHEREAS, the Transportation Committee has reviewed, prioritized and approved the list of projects the McLean County Highway Department has compiled for consideration as part of the Economic Stimulus Program.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they approve the list to be submitted as follows:

**1.) Section 05-00071-04-RP (Towanda Overpass (C.H. 29 at Interstate 55)):**

Total Project Cost = .....\$2,310,000  
State Road Funds = .....\$ 296,000  
County Funds = .....\$ 166,000  
**Stimulus Funds Needed = .....\$1,848,000**  
Project Description: Removal and replacement of the existing concrete pavement.

**2.) Section 07-00058-06-WR (Horse Farm Road (C.H. 21 from the Leroy Spur to US Route 136)):**

Total Project Cost = .....\$850,000  
TARP Funds = .....\$156,900  
County Funds = .....\$ 13,100  
**Stimulus Funds Needed = .....\$680,000**  
Project Description: Bituminous overlay that will upgrade the road to 80,000lb access.

**3.) Section 07-00113-04-FP (Towanda-Barnes Road (C.H. 29 from Fort Jesse Road to Raab Road)):**

Total Project Cost = .....\$5,250,000  
County Funds = .....\$1,050,000  
**Stimulus Funds Needed = .....\$4,200,000**  
Project Description: Improving the existing 2 lane roadway to 5 lane roadway with new signals at Raab Road.

4.) Section 07-00073-09-WR (Pipeline Road (C.H. 31 from Ziebarth Road to Hudson Road (C.H. 12))):

Total Project Cost = .....\$1,350,000  
County Funds =.....\$ 270,000  
**Stimulus Funds Needed =.....\$1,080,000**  
Project Description: Bituminous widening and overlay.

The County Funds are calculated based on the typical 20% match that is required for Federal Funding.

\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.

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 20<sup>th</sup> day of January A.D., 2009.

[SEAL]

\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

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 Jeffrey A. Coile in case SU-08-12, parcel no. (07) 25-04-300-008. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses; on property which is part of the SW ¼ of Section 4, Township 23N, Range 6E of the 3<sup>rd</sup> P.M.; and is located in Cheneys Grove Township at 38362 East 1300 North Road, Saybrook, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 6, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 6 acre property is vacant and is in pasture and woods. The property has approximately 456 feet of frontage on the south side of 1300 North Road, an oil and chip road 16 feet in width. The property is relatively flat and drains to the south.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The land to the north is in crop production. Single family residences are located to the east, south and west.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 86 out of 100 points. The site assessment score was 141 out of 200 points. The total LESA score was 227 points out of 300. A score of between 220 and 229 points means the property is of moderate value for agricultural land protection.

**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 bought the property in 1999 and planned to build a dwelling on the property when he purchased it. The subject site is partially wooded and not desirable for crop production. The LESA score indicates that this land is of moderate value for agriculture land protection and due to the location of this property between two single family residences, the property is appropriate for a residence.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is part wooded and has a single family residence located to the east and one to the west of it. Nearby property that is currently used for crop production 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. The subject property is partially wooded, sloping and not well suited for crop production. 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 proposed dwelling will be served by a private well and septic system approved by the County Health Department. The property has approximately 456 feet of frontage on the north side of 1300 North Road.
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 Cheney's Grove Township Road Commissioner has approved the location of the entrance to this property.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** 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, and fulfills one of the requirements to establish a residence in the Agriculture District, the property is not desirable for agricultural uses.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6<sup>th</sup> day of January 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz  
Julia Turner, Alternate

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 Keith Kuerth in case SU-08-13, parcel no. (17) 02-12-100-006. He is requesting a special use to allow a greenhouse/nursery in the Agriculture District on property which is part of the NE ¼ of Section 12, Township 26N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Gridley Township immediately southeast of the intersection of U.S. Route 24 and 2280 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 10 acre property is in primarily in crop production with some trees. The property has 400 feet of frontage on the south side of U.S. Route 24 and 1089 feet on the east side of 2280 East Road. The township road is an oil and chip road 16 feet in width. The property is relatively flat and drains to the south.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the Agriculture District. The land to the north, east and south is in crop production. The land to the west is in part in crop production and is also the location of a single family dwelling.

**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.

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 a greenhouse/nursery on a 10 acre parcel in rural Gridley Township. The applicant grows a variety of garden crops that he takes to local farmers markets. The applicant grows 100 percent of the plants and crops that will be sold from this property. The applicant is proposing to build three 20' x 100' hoop houses that will help protect the young plants from frost.
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 that are in crop production 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 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 400 feet of frontage on the south side of U.S. Route 24 and 1,089 feet on the east side of 2280 East Road.

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. The Gridley Township Road Commissioner has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** 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 greenhouse/nursery in the Agriculture District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6<sup>th</sup> day of January 2009, McLean County Zoning Board of Appeals

Sally Rudolph  

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Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz  
Julia Turner, Alternate

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 Mitchell Hardesty in case SU-08-14, parcel numbers (15) 37-04-200-011, 012, and 013. He is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District; on property which is part of the NE ¼ of Section 4, Township 21N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township at 1750 N 2700 East Road, LeRoy, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 26 acre property contains a single family dwelling and land in pasture. The property is relatively flat and gently sloping in some areas and drains to the west. The property has approximately 2,052 feet of frontage on the west side of County Highway 21 which is an asphalt road 22 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 land to the north, east and west is in crop production. A single family dwelling is located to the south.

**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.

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 operate a public stable that will include an 88' by 144' indoor riding arena in the Agriculture District on 26 acres that will include a handicap accessible restroom. The applicant is requesting a maximum of 20 horses to be boarded at this facility including his own. The applicant is also proposing to build within five years an 80' x 50' barn that will be used for hay storage. The applicant has indicated one handicapped parking space on the site plan. If the special use is approved the applicant will adjust the property lines so that the new indoor riding arena will be on the house parcel. The applicant has indicated that they will provide two new legal descriptions if the special use permit is granted, one for the pasture parcel and the other parcel with all the buildings on it. The applicant will need to do obtain a change of use permit in order to accomplish this.
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. Surrounding properties that are in crop production 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 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 proposed public stable will be served by a private well and septic system approved by the County Health Department in order to obtain a change of use permit from the Department of Building and Zoning.
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 entrances. The applicant has obtained approval from the County Highway Engineer to use the existing entrances for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is to be located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the public stable use remain on 26 acres, that there are no more than 20 horses allowed on this property, that one indoor handicap accessible restroom is provided, that one handicap parking space is installed and that the applicant provides two new legal descriptions in order to obtain a change of use permit that the Health Department will have to sign off on.

Therefore this Board recommends that a special use be granted on the property described above to allow a public stable accessory to a single family residence in the Agriculture District with the stipulations listed above provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6<sup>th</sup> day of January 2009, McLean County Zoning Board of Appeals

Sally Rudolph  

---

Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz  
Julia Turner, Alternate

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 Robert Gentes in case SU-08-15, parcel no. (22) 08-10-400-007. He is requesting a special use to allow a single family residence in the Agriculture District due to unique circumstances; on property which is part of the SE ¼ of Section 10, Township 25N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Money Creek Township at 21757 E 2450 North Road, Lexington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 6, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 1.45 acre property contains a farm dwelling and crop production. The property has approximately 27 feet of frontage on the south side of 2450 North Road, an oil and chip road 16 feet in width. The property is slopes to the north and west.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north contains a dwelling and pasture. The property to the south is wooded in part and in part in pasture. The property to the east and west is in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 77 out of 100 points. The site assessment score was 135 out of 200 points. The total LESA score was 212 points out of 300. A score of 219 points and below means the property is of low value for agricultural land protection.

**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. This application is approved under the criterion of the Zoning Ordinance that allows non farm residences in the Agriculture District due to unique circumstances. The Zoning Ordinance allows farm owner's one non-farm residence per 80 acres as the farm existed on February 11, 1974. This land was part of a 109 acre farm at the time and this is the third non-farm residence. A previous special use for a non-farm residence had already been approved from the 1974 farm tract and was approved in case 91-60-S.

The Zoning Ordinance exempts farm owners who have over 40 acres of tillable land from obtaining a building permit to build a house accessory to a farm. The applicant and his wife built their house under this agriculture exemption in 2007 on 48 acres. In

March of 2008, the applicant's wife died. The farm house and farm property are now owned by a family trust. The applicant is now proposing to set aside the house site on a 1.45 acre parcel to ensure the house is individually owned rather than owned by the trust. The subject site is sloping, and not desirable for crop production.

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. There is an existing farm dwelling on the property. The property has poor soils. Nearby property that is currently used for crop production 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. The subject parcel is sloping and not well suited for crop production. 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 existing dwelling is served by a private well and septic system that has been approved by the County Health Department on a 48 acre farm tract. The applicant is working with the Health Department to ensure the septic system is entirely on the 1.45 acre property during the one lot subdivision process that still needs to be completed. The property has approximately 27 feet of frontage on the south side of 2450 North Road.
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 for at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met. A one lot subdivision of the property will need to be approved and recorded for this property which will require that the lot width at the setback line be expanded and the acreage expanded.

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. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; unique circumstances make it appropriate to set this farm dwelling aside from the farm acreage.

Therefore this Board recommends that a special use be granted on the property described above to allow the subject farm dwelling to be set aside from the farm on a one lot subdivision along with future customary accessory buildings and structures as may be approved by the

Director of Building and Zoning, provided a one lot subdivision for the subject property is approved and recorded.

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

Respectfully submitted this 6<sup>th</sup> day of January 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz  
Julia Turner, Alternate



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 David Kennedy in case SU-08-16, parcel no. (21) 17-06-100-001. He is requesting a special use to allow a rural home-based off-premise business as an agricultural drainage and drain tile installation facility in the Agriculture District; on property which is part of the NW ¼ Section 6, Township 24N, Range 5E of the 3<sup>rd</sup> P.M.; and is located in Martin Township at 30272 Mackinaw River Road, Colfax, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 6, 2009 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 126 acre property contains a single family dwelling and land in crop production. The property is relatively flat and gently sloping in some areas and drains to the north. The property has approximately 2,000 feet of frontage on the north side of the Mackinaw River Road which is an oil and chip road 16 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 land to the north and east is in crop production and in part is near the Mackinaw River. The land to the south and west is 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.

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 has been operating a drainage business at this location for 17 years. The applicant installs drainage tubing for agricultural customers and on-site waste disposal systems. The applicant is also proposing to build a 6000 square foot building in the next five years that will be used in part for this business and in part for the farming operation. The proposed location of new building will meet all the setback requirements for the Agriculture District and the applicant will need to submit a floor plan that shows a maximum of 5000 square feet that will be used for the agricultural drainage and drain tile installation business as limited by the Zoning Ordinance for rural home-based off-premise businesses.
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 that is currently used for crop production 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 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 2000 feet of frontage on the north side of the Mackinaw River Road.
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 entrances. The Martin Township Road Commissioner has approved the existing entrances for the agricultural drainage and drain tile installation use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the applicant's proposed building that would be built within five years is limited to 5000 square feet for this business.

Therefore this Board recommends that a special use be granted on the property described above to allow an agricultural drainage and drain tile installation facility in the Agriculture with the stipulation listed above provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 6<sup>th</sup> day of January 2009, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz  
Julia Turner, Alternate

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2008  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Finance Committee					
	FUND 0001 DEPARTMENT 0005 COUNTY CLERK				
	PGM 0006 ELECTIONS				
0630 0001 POSTAGE		2,500.00			
0626 0001 ELECTION SUPPLIES		5,000.00			
				0769 0001 INTEREST EXPENSE	7,500.00-
		7,500.00			7,500.00-
		=====			=====
Property Committee					
	FUND 0001 DEPARTMENT 0040 PARKS & RECREATION				
	PGM 0042 PARK OPERATIONS				
0850 0001 CAPITALIZED ASSETS		15,500.00		0608 0001 GASOLINE/OIL/DIESEL FUEL	10,000.00-
				0621 0001 NON-MAJOR EQUIPMENT	1,500.00-
				0625 0001 BLDG/GROUNDS/EQUIP.SUPPL	2,000.00-
				0795 0001 ELECTRIC SERVICE	2,000.00-
		15,500.00			15,500.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 20TH DAY OF JANUARY , 2009

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

\_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY



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

Matt Sorensen  
Chairman

January 15, 2009

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of the Nursing Home to purchase a 2009 Ford F-150, regular cab 4 X 4 with an 8 foot bed and snowplow prep from Bob Ridings Ford, 931 Springfield Road, Taylorville, Illinois. The 2009 Ford F-150 is available for purchase under the State of Illinois Joint Purchase Contract #401408 for \$18,900.00. The snowplow with back drag blade, handheld controller and strobe light will be purchased from Quality Truck & Equipment Company for \$4,540.00.

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of the Nursing Home to purchase a 2009 Ford F-150 and a snowplow at a cost not to exceed \$23,440.00. Funding for this purchase is available in the adopted budget of the Nursing Home.

Respectfully submitted,

The FINANCE COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Slan Hosellon  
Don J. Cavallini

District #3  
Diane R. Bostic  
George O. Wendt

District #5  
William T. Calsley  
Sondra "Sonny" O'Connor

District #7  
Belle Rackauskas  
John A. Butler

District #9  
Cathy Ahari  
Erik Rankin

District #2  
Matt Sorensen  
Jim Soeldner

District #4  
Duane Moss  
Laurie Wollrab

District #6  
George J. Gordon  
John McIntyre

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

To: McLean County Board and Finance Committee  
From: Don Lee, Administrator McLean County Nursing Home  
Eric Kline, Maintenance Supervisor  
Subject: New Truck  
Date: December 22, 2008

Scope:

The Nursing Home has budgeted \$25,000 for a new pickup truck for general use and snow removal in 2009. Our current truck is a 1996 Dodge Dakota which has served us well, but the years have taken their toll on it.

The State of Illinois Joint Purchase Contract is the most economical option and has the type and size of truck needed for our use. Heller and Dennison Ford were given an opportunity to bid but could not compete with the State bid prices.

We received 4 bids for a 7.5' snow plow, back blade and top mounted strobe light; the low bid was received from Quality Truck & Equipment Company in Bloomington, IL for a Western Midweight plow for \$4,540.00. This includes parts and installation. The other bidding companies were: Wherry Welding, Morton Body and Equipment and Koenig Body and Equipment.

Recommendation:

We request approval to purchase a 2009 Ford F-150, regular cab, 4X4 with 8 foot bed and snowplow prep from Bob Ridings Ford, 931 Springfield Road Taylorville, IL via the State of Illinois Joint Purchase Contract #401408 for \$18,900.00 and a Western snow plow w/ back drag blade, handheld controller and strobe light from Quality Truck & Equipment Company for \$4,540.00

2009 Ford F-150 reg cab, 4X4 with 8' bed, 5.4 V-8 & Snowplow prep	\$18,900.00
Western Snow Plow, Back drag blade, Top Mounted Strobe light and Hand held controller	\$ 4,540.00
Total	\$23,440.00

Respectfully Submitted

Don Lee, Nursing Home Administrator



Monday, December 08, 2008

ERIC KLINE  
MCLEAN COUNTY NURSING HOME  
901 N MAIN ST  
NORMAL, IL 61761

Dear Eric:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are considering us for your new truck and we can order it as follows in association with our State Bid 4014048. Note delivery is estimated in 90 days after your order.

- 1 2009 Ford F150 Reg Cab 4x4 Pickup w/5.4 V8
- Includes all Standard Pkg. Equipment \$16,095.00
- UPGRADE to SNOWPLOW PREP Pkg \$1875.00
- ADD Limited Slip Axle NOT AVAILABLE w/Snowplow Prep
- Engine Block Heater \$85.00
- Daytime Running Lights \$40.00
- Factory Trailer Pkg w/Hitch Included w/Snowplow Prep
- Cargo Storage Unit NOT Available
- Sliding Rear Window w/Tint \$195.00
- EXTRA Programmed Key \$50.00
- Black Tubular Steps \$350.00 (added)
- Flat Mudflaps, Set \$85.00
- HD Rubber Floor Mats \$50.00
- New Municipal Lic & Title \$75.00
- Pickup in Taylorville/Pana

Pueblo Gold Ext, Med Stone Cloth 40/20/40 Split Bench Seat w/Full Vinyl Floor Covering

YOUR TOTAL, P/O# Pending \$18,900.00

NOTE If this outline is incorrect in any way please call me IMMEDIATELY to correct it.

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager

Bob Ridings

Ford - Chrysler - Jeep

931 Springfield Rd. • Taylorville, IL 62568

Phone: 217-824-2207 • Fax: 217-824-4252 • web: www.bobridings.com

## Snow Plow Price Comparisons

### Wherry Welding

26' tall 7' 6" long Sno-Way Plow	\$4563.00
Cordless remote	\$ 100.00
*No back blade needed uses down pressure force	

### Quality Truck and Equipment

7' 6" Western Midweight Snow Plow w/ strobe	\$4350.00
Back drag blade	\$ 60.00
Handheld control in lieu of Joystick	\$ 50.00
Rubber Deflector	\$ 80.00

### Morton Body and Equipment - 309-694-3222

7' 6" Myers Snow Plow	\$4596.00
Strobe Light	\$ 355.00

### Koenig Body and Equipment - 800-767-7406

7' 6" Western Midweight Snow Plow	\$4673.00
Back Blade	\$ 134.00
Strobe Light	\$ 350.00

1201 East Bell Street  
PO Box 1425  
Bloomington, IL 61701  
Ph: 309-662-5344 or 800-678-2459  
Fax: 309-662-5409

# Quality Truck & Equipment Company

## Quotation

12/19/08

McLean County Nursing Home  
Fax: (309) 454-4594

### Western Snow Plow

Model: Midweight Plow  
Width: 7'6"  
Height: 27"  
Blade Gauge: 14 ga  
Trip Springs: 2  
Vertical Ribs: 2  
Angling Rams: 1 1/2" x 10"  
Plowing Width (full angle): 6'6"  
Weight: 540 lbs  
Disc Shoes: Cast Iron  
Cutting Edge: 3/8" x 6"  
Joystick Controller  
LED Strobe Light

\* Installed Price: \$4,350.00

### Options:

- \* Rubber Deflector: add \$80.00
- \* Hand Held Controller (In lieu of Joystick): add \$50.00
- Plow Wings: add \$200.00
- \* Back Drag Edge: add \$60.00

*\*Quote is good for 30 days\**

On behalf of everyone here at Quality Truck & Equipment Company I would like to thank you for the opportunity to quote you. If you have any questions please do not hesitate to stop by or give me a call. My office number is (800) 678-2459.

Thank you,



Daniel Wallem  
Sales Associate  
Quality Truck & Equipment Co.







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

Matt Sorensen  
Chairman

January 15, 2009

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

Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Health Department to approve the 2009 Employee Wellness Program, including an Employee Health and Fitness Fair on Wednesday, May 27, 2009 to be held in the Board Conference Room of the Health Department Building. Additional employee health screenings will be scheduled at the County Highway Department, Regional Office of Education, Health Department and the Law and Justice Center.

Your FINANCE COMMITTEE further recommends that the amount of \$23,720.00 be set aside in the Employee Benefit Fund for the costs of the employee screenings, health risk assessments and incentives to encourage County employees to participate in the Employee Wellness Program, Employee Health Fair and in the other activities and events planned during the Employee Health and Fitness Month.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Diane R. Bostic  
George O. Wendl

District #5  
William T. Caisley  
Sondra "Sonny" O'Connor

District #7  
Belle Rackauskas  
John A. Butler

District #9  
Cathy Ahart  
Erik Rankin

District #2  
Matt Sorensen  
Jim Soeldner

District #4  
Duane Moss  
Laurie Wollrab

District #6  
George J. Gordon  
John McIntyre

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls



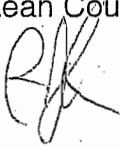
McLean County  
Health Department  
*Partners in Prevention*

200 W. Front St., Rm. 304 • Bloomington, IL 61701

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### Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: December 29, 2008

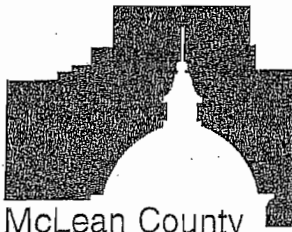
Re: 2008 Employee Wellness Program Report and 2009 Proposal

Please find enclosed a report on the 2008 McLean County Wellness Program and proposal to continue the program for 2009. As you will note, participation in the program continues to increase and selected aggregate biometric measures are improving, thus reducing the health risk profile of County employees. McLean County has been on the cutting edge of implementing a comprehensive wellness program replete with employee health risk appraisals, biometric screenings and ongoing wellness activities.

I wish to extend my appreciation to the Health Department's Health Promotion Manager Jan Morris and Health Promotion Specialist Jackie Lanier for their efforts in maintaining the program since its inception. I wish to also thank Assistant County Administrator Terry Lindberg and Director of Administrative Services Bill Wasson for their active support of the program. The year 2008 marked the tenth year for the program and as you will read in the attached report, material results are being realized.

With the attached report as reference, we request that the McLean County Board Finance Committee give its approval to continuing the program for 2009. Thank you for your consideration.

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
McLean County  
Health Department  
*Partners in Prevention*

200 W. Front St., Rm. 304 • Bloomington, IL 61701

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### MEMORANDUM

TO: Honorable Members McLean County Board Finance Committee

FROM: Jan Morris, Health Promotion Program Manager 

DATE: December 29, 2008

RE: Proposed County Wellness Plan

The Health Promotion and Assessment section of the Health Department is proposing to continue the McLean County Employee Wellness Program for the twelfth year. An on-going employee wellness program will increase health awareness, increase productivity, improve the overall health of the work force, demonstrate the County's commitment to employee wellbeing, as well as decrease the number of health claims. Research shows that having a healthier workforce reduces the increase in rising healthcare costs, absenteeism and presenteeism. The recommended plan would include biometric screenings, health risk assessment (HRA), wellness fair, and numerous wellness activities addressing risks determined by the HRA. McLean County will participate for the third year in the Health Alliance (HAMP) pilot program, *Better Health by Choice*. This program will provide online HRA and online health modules for all employees as well as telephonic counseling for employees covered by HAMP and demonstrating at risk behaviors or screening results.

As stated within the text of the attached report, the recommended intervention strategies for the entire workplace population included coronary and cancer risk reduction, weight management, stress management/mental health, physical activity, and better nutrition. Several potentially serious health problems were detected in past screenings. The total cost to the County's Employee Benefit Fund in 2008 was approximately \$21,000. Left undetected, heart disease, stroke, or cancer could cost the County considerably more in treatment costs. It is our goal that the 2009 wellness program, will involve more than 600 employees in screenings, HRA, and other wellness activities.

# EMPLOYEE WELLNESS REPORT

2008

PRESENTED TO:

Honorable Members of McLean County Board Finance Committee

By:

Jan Morris, Health Promotion Program Manager  
Jackie Lanier, Health Promotion Specialist

## Executive Summary –2008 Employee Wellness Screenings

- McLean County participated for the second year in the Health Alliance Medical Plans (HAMP) their pilot employee wellness program, *Better Health By Choice*
- HAMP medical director considers McLean County his “poster child”
- In 2008: 289 persons were screened, 595 participated in online wellness assessment, 230 attended health fair, 1960 total participation in other wellness activities (479 unduplicated participants)
  
- 11<sup>th</sup> year for screenings – BroMenn was the provider for 2008
  - 289 employees screened
    - 13% increase from 2007; 204% increase from 1998
    - 12 (4%) persons with no high risk factors
    - 18 (6%) employees with one risk factor
    - 259 (90%) with two or more risk factors
  - 229 had Carle Primary care Physician (PCP)
    - 73 (32%) had an appointment with PCP within 4 months
  
- Compared screening numbers for employees screened in last 2 years
  - Positive Changes noted in Biometrics
    - Desirable cholesterol less than 200 increased from 14% to 33%
    - Optimal LDL (100 or less) increased from 25.4% to 34%
    - Optimal HDL (greater than 69) increased from 19% to 34%
    - Too Low HDL (Less than 40) decreased from 32% to 20%
    - Triglycerides with a very high risk (Greater than 500) have steadily declined since 2004
  
- Cancer Risks noted on HRA
  - 16.84 % of employees reported to be smokers compared to 20% of the general population and a decrease from when first tracking employee data
  - Only 8% of those participating in biometric screenings were smokers
  - 2.72 % used other forms of tobacco
  - Personal history of cancer
  - 69.05 % BMI >= 25
  - 19.05% alcohol are at moderate of high risk of alcohol abuse
  
- Participated in Health Alliance (HAMP) Pilot Project and linked Employee Wellness program activities to health modules in health risk assessment
  - Modules included stress management, weight management, insomnia, healthy eating, smoking cessation, depression
  - Rebates/Incentives based on participation
  - Online Health Risk Appraisal and Modules
  - Telephonic Counseling for employees demonstrating risks on HRA
  - Activities addressing risks noted in HRA

- More comprehensive picture of the health of employees because more than 90 % of employees participated in HRA
- More employees participated in wellness activities than in the past years
- Biggest Loser Weight Loss Challenge
  - Total loss of 350 pounds
  - Greatest loss reported at 23% of body weight
- Compared 437 matched participants in HRA from 2007 and 2008
  - 176 men and 261 women
  - Reviewed changes in self report disease history, biometrics
  - Average Lifestyle Score increased from 75.2 to 76.3
    - Behaviors showing improvement
      - Alcohol use
      - Depression
      - Injury Prevention
      - Nutrition
      - Skin Protection
      - Smoking – Cigarettes
      - Stress management
    - Behaviors not showing improvement
      - Physical Activity
      - Weight Management

## McLean County Employee Wellness Report 2008

The McLean County Employee Wellness program has provided various benefits for its workers since it began in 1998. The ultimate goal of the program has been to empower employees to adapt healthy lifestyle behaviors and improve their health while reducing illnesses and medical expenses. This program involving a health risk appraisal, biometric screenings, wellness fair, and a plethora of wellness activities implemented to address the risk factors identified by the appraisal and screenings is promoted by McLean County government and organized by the Health Promotion and Assessment Section of the McLean County Health Department.

Great advancement has been made in medical science to overcome major diseases in the United States, but many chronic diseases could be impeded or delayed through wellness and prevention efforts. Employers are becoming ever aware of the importance of wellness and prevention, but billions of dollars are still being spent on medical services and only a small percentage on preventive care. Most Americans will develop some chronic illness such as cardiovascular disease, diabetes, or cancer caused by unhealthy behaviors that account for the major share of healthcare costs. According to Dr. Ron Goetzel of Emory University and Thomson Healthcare more than \$2.1 trillion was spent on health care in 2006 and over one-third of those costs were paid by the employer.

In the last two years, McLean County was given an opportunity to expand the prevention efforts of the wellness program by participating in the Health Alliance (HAMP) Insurance pilot program, *Better Health by Choice*. This program incorporated into the employee wellness program included an online health risk appraisal (HRA) and online health lifestyle management modules as well as telephonic counseling for employees covered by HAMP and demonstrating at risk biometric screening results or behaviors. Non HAMP employees also participated in the screenings, online health risk appraisal, and online modules. The modules available to employees addressed: relaxation, nutrition, smoking cessation, weight management, depression, and insomnia.

Participation in *Better Health by Choice*, affected the coverage and deductible reimbursement amounts received by employees insured through HAMP. As was the case in 2007, Health Alliance subscribers and spouses were required to complete the HRA and at least one follow-up online module between February 1, 2008 and February 28, 2008 and participate in biometric screenings if selected. If all three components were completed, employees were assured that after the initial \$500 deductible was satisfied the County provided reimbursement on the second \$500 for individual and up to \$1,000 for family deductible expenses.

Employees completing the recommended telephonic or online counseling or those who completed the aforementioned requirements and did not require counseling received an additional \$500 deductible expenses reimbursement for singles and \$1,000 for families from the County. If telephonic or online counseling was not recommended, the County treated the additional \$500 in deductible expenses as a wellness bonus.

In addition to the maximum medical expense reimbursement, screenings, and health counseling, participants were also eligible to receive incentives for participation in

all employee wellness program activities. At the Wellness Celebration, held on December 18<sup>th</sup> drawings were held for prizes provided by Benefits Planning Associates.

The cholesterol and glucose screenings were scheduled as in the past at the Regional Office of Education, Highway Department, Health Department, and the Law and Justice Center in January 2008.

The group completing the screenings was composed of 104 men and 185 women from 28 departments in the County. Five hundred ninety-five employees completed the online health risk appraisal through Health Media, the company responsible for the HRA. And, as in prior years the screening results of the 289 employees tested were entered into the health risk assessment and used to calculate an appraisal of the health risks for each employee. Recommended interventions were based on the prevalence of the health risks identified by the screenings and/or self reported data. Each employee received a personal online summary as well as an executive summary identifying the corporate risks for all employees.

As reported in the *Better Health by Choice* Health Risk Assessment Report, 588 McLean County employees completed their health risk assessment between February 1, 2008 and July 1, 2008. **This group of 233 males and 355 females was comprised of 88.4% of the eligible population of 673 employees.** Demographics showed that the majority of the employees were 59 years of age or younger where there is generally not a high prevalence of chronic disease. However, this age range may have risk factors that precede chronic conditions. The two most frequently diagnosed conditions in this population were high blood pressure and high cholesterol. These were followed by obesity, asthma, and diabetes. (Assessment included at end of report)

Health Media determines a lifestyle score based on each employee's adherence to health behavior recommendations and guidelines developed by the United States Preventive Service Task Force. Scores were evaluated by employees self reported information regarding alcohol use, stress/depression management, injury prevention, nutrition, physical activity, skin protection, tobacco use, and weight management. The participants' lifestyle scores indicated if they were at low, medium, or high risk for future health problems based on current health behaviors. Approximately 72% of McLean County employees had a score of 70 or greater resulting in a **2% improvement over the 2007 report.**

**Nutrition and weight management were the areas in which employees were least compliant in 2008. The recommended intervention strategies for the entire workplace population listed in order of need included: better nutrition (96.26%), weight management (69.04%), physical activity (54.42%), skin protection (36.46%), injury prevention (31.46%), stress management/mental health (23.13%), alcohol use (19.05%), smoking (16.84%). As stated above, all McLean County employee wellness activities are designed to help employees address the risk factors identified in both the personal and executive summaries.**

Being the second year of the pilot program, Health Media also provided a comparison of persons participating in both 2007 and 2008. The summary matching 437 participants (176 men and 261) reviewed changes in the employees' self-reported disease history, biometrics, lifestyle score distribution, immunizations and health screenings. The



average lifestyle score improved from 75.2 to 76.3 and reported improvements in the following behaviors: alcohol use, depression, injury prevention, nutrition, skin protection, smoking, and stress management. **The behaviors showing NO improvement were physical activity and weight management.**

#### **Biometric Screenings**

Uncovering elevated screening results also helped to direct employees to their physicians and likely served to prevent catastrophic illnesses. The information collected by BroMenn and Health Media revealed that of the 289 employees screened, **18 employees had 1 high risk factor** for cardiovascular disease and **257 employees exhibited 2 or more high risk factors.** Absent intervention, not all employees having Health Alliance Insurance visit their physician on a regular basis. **Seventy three** of 229 employees screened and having Health Alliance Insurance **saw their doctor within four months of screenings.** This serves as a measure of the early intervention effectiveness of this program. Identifying and treating risk factors for serious disease early, improves health status and positively impacts the bottom line.

The results of the 2008 biometric screenings and self reported health risk assessments revealed the following information:

#### **Cholesterol**

High blood cholesterol levels increase the risk for heart disease and stroke. Medical experts recommend that cholesterol levels be below 200 mg/dL and state that levels of **161 and below are ideal.**

The results of the cholesterol screenings indicated that **135 of the 289 (42%) employees tested had readings above 200 mg/dL or higher, and 35 (12%) of them were at high risk with levels above 240 mg/dL.** The percentage of employees with elevated cholesterol has ranged from **42% to 54.8% in the 11 years of biometric screenings.**

LDL or "bad cholesterol" is the main source of cholesterol buildup and blockage in the arteries. Levels less than 100mg/dL are considered optimal, 100-129mg/dL near optimal, 130-159mg/dL borderline and 160mg/dL and above high. Border line and high levels are associated with a higher risk for coronary heart disease. There was **a reduction in the employees having high risk levels and an increase in employees having moderate and low risk levels.** The number of employees having low-density lipoprotein (LDL) cholesterol levels of **130mg/dL or higher decreased from 42.6% in 2007 to 31% in 2008.** The number of persons with **100mg/dL or less (Ideal) increased from 25.4% in 2007 to 34% in 2008.**

**Employees having high or very high triglyceride levels increased from less than 6% (14) in 2007 to 15.8% in 2008. However, those having a very high risk have steadily declined since 2004.** Studies have found that excess triglyceride levels (fat in the blood) should be considered a risk factor for heart attack because the high levels can impair the circulation of the blood. Having high density cholesterol (HDL) levels of less than 40mg/dL is also associated with increased risk for cardiovascular disease. **Employees having less than 40mg.dL continued to improve in the last two years as the numbers with less than 40 mg/dL decreased from 41% in 2006 to 32% in 2007 and 20% in 2008. The optimal level (greater than 69mg/dL) also increased from**

19% to 28% of those screened. HDL numbers can be raised by increased physical activity.

### Glucose

A high blood glucose level is a possible indicator for diabetes. The American Diabetes Association lowered the criteria for the diagnosis of diabetes since the County biometric screenings began in 1998. Normal fasting glucose is now considered to be 70-99mg/dL, pre-diabetes blood glucose level is 100 to 125mg/dL, and elevated fasting glucose level is greater than 125mg/dL. People with pre-diabetes, a state between normal and diabetes, are also at risk for developing diabetes, heart attacks, and strokes. The number of county employees screened and found to have elevated fasting blood glucose levels were 17 (6%) greater than 126, and 94 (33%) between 100 and 125. In the past 11 years, the number of employees with elevated fasting blood glucose ranged from 3.2 % to 39%. The extreme differences could result from the blood draw and the revised guidelines.

### Hypertension

Blood pressure is considered abnormal if it is a consistently elevated pressure of 139 systolic or higher and/or 89 diastolic or higher. Pre-hypertension is diagnosed if systolic pressure is less than 140 and greater than 120 and/or diastolic is less than 90 and greater than 80). Much can be done to control elevated blood pressure through diet, exercise, and the use of medications. Lowering blood pressures greatly reduces the risk for cardiovascular disease and strokes, and reduces medical costs as well. The blood pressure of employees stayed consistent with last year. It is unknown if persons screened were taking medications, but the key is to control the blood pressure. The screenings indicated 42 (15%) employees with elevated blood pressure.

### Weight Management/Body Composition

The prevalence of overweight and obesity has increased dramatically in the last 25 years and is seen by medical experts as one of the top medical concerns for the country. Obesity is calculating Body Mass Index (BMI). Employees were asked to report height and weight so BMI could be calculated from these two measurements. Then BMI was used to classify participants into 5 categories: healthy, underweight, overweight, obese, and extremely obese. **Thirty-seven percent of the employees were categorized as obese or extremely obese when their BMI was calculated and an additional 35% were categorized as overweight.** The rate of employees screened for being above weight increased by 1% in 2008. The corporate health risk appraisal revealed that **69.04% of the participants were above their recommended weight range. However, 96.26% completing the Health Risk Assessment did not meet nutritional guidelines and 54.42 reported a need to improve physical activity levels.**

### Risks for Cancer

The executive summary also revealed that **employees completing the wellness profile demonstrated risks for cancer. However these risks were reduced from 2007.** Modifiable factors that put McLean County employees at risk included: 96% reporting need to improve nutrition, 69% carrying excess weight or a body mass index (BMI)

greater than 25, 19% drinking more alcohol than recommended, 16.8.4 % were smokers and 2.7% of those completing the profile used other forms of tobacco.

### **Prostate Cancer**

Prostate cancer is the most common non-skin cancer found in men. The Prostate Specific Antigen (PSA) test was offered to men over 50 and younger men who might be at risk for prostate cancer. This test, requested by male employees, has been provided the last nine years. Because the blood draw is only one component of the screening, all men were encouraged to schedule an appointment with their physician and receive a digital exam as well. **Sixty-four men were screened this year and only two were not in the normal range (< 4.00ng/ml).** Those men were referred to their personal physician for further testing. At least one to 3 men were referred for further testing in the previous years.

### **Breast Cancer**

According to the American Cancer Society, breast cancer is the most frequently diagnosed non-skin cancer in women and the second leading cause of cancer deaths behind lung cancer. An estimated 182,460 new cases of invasive breast cancer were expected to be diagnosed in 2008 resulting in 40,460 deaths. Because there is no known method for breast cancer prevention, early detection is the best protection against the disease. All female employees age 40 and over were encouraged to schedule a yearly mammogram, whether on site or at another location. This was the ninth year of eleven years that a mobile mammography van was made available to employees for screening mammograms. To be eligible for a screening mammogram, a woman must be 40 years of age and not have had prior breast health issues. **Forty- three women were screened and seven needed additional imaging and were referred to their personal physicians.** Nine women were recalled for additional views in 2004 and 2005, seven in 2002, six in 2001 and 2000, and four in 2007.

### **Summary of Wellness Activities to Address Health Risks Identified in Screenings**

The greatest number of McLean County employees participated in wellness activities in 2008. **Four hundred seventy nine County employees from 33 departments/sections (excluding persons completing the health risk Assessment) participated in the Employee Wellness Program in 2008.** Two hundred eighty nine employees participated in biometric screenings, 230 attended the wellness fair, with total participation in all activities at 1,960.

The many activities and programs provided for employees were developed to encourage employees to make healthy lifestyle changes and thus address the health risks identified by the screenings and the corporate summary report. Most programs included nutrition and physical activity, both interventions needed to reduce the cardiovascular and cancer risks identified in the screenings. A brief description of each wellness activity for the past year is listed below:

#### **Weight Management**

Two programs were scheduled in the past year to address weight loss and maintenance. At employees' request, the *Weight Watchers at Work* class was reinstated in the summer of 2007 and continued through March 2008. Many participants met their

designated goal weight and became lifetime members and no longer needed to pay the fee to participate. For that reason the class did not continue. However, others became involved in the Biggest Loser Challenge.

### **Biggest Loser Weight Loss Challenge**

In March 2008, the Wellness Program kicked off McLean County's *Biggest Loser* weight loss challenge. **One hundred and twelve employees** choose to complete with the support of a team or on their own. Seventy employees participated as part of 19 teams and 42 employees worked individually. During the 9 week program, participants logged their progress in a weight-loss journal, received biweekly e-mails addressing weight loss tips, and participated in mandatory weigh-ins. Jerry Lisenby, a former contestant on the NBS Biggest Loser Show, came for a program at the Government Center to share his weight loss success story and tips with 47 employees. The ninety-six employees completing the 9-week program lost 413 pounds averaging 2% weight loss. An award ceremony was held to recognize the "Biggest Losers." Several lost over 9% of their original weight and the "Biggest Loser" lost 15.7% of his weight. Sixteen employees lost over 5% of their original weight.

The program was so successful that upon participant request, the journey continued with Biggest Loser Part II. Seventy-five employees registered to work on their weight loss efforts for the remainder of the year. By December 2008, the program concluded with 42 employees finishing with a total weight loss of 350 pounds.

The eleventh annual *Employee Wellness Fair held on May 28, 2008 was attended by 230 employees from 26 departments*. The greatest representation for the fair was from the Circuit Clerk's office and the Health Department. The fair is an excellent way for employees to learn about a variety of health topics and interact with health professionals. Agencies represented at the fair included: American Heart Association, American Red Cross, Benefits Planning Associates, Bloomington Parks and Recreation, Bloomington Public Library, BroMenn Community Wellness Services and Women's Center, Chestnut Global Partners –EAP, Community Cancer Center, Curves, Eastland Chiropractic and Wellness Center, Firstline Therapy, Four Seasons Association, Gailey Eye Clinic, Healing Arts Network, Health Alliance Medical Plans, Illinois Wesleyan University students, Mary Kay, McLean County Gardeners Association, McLean County Health Department (MCHD) Health Promotions, McLean County Affiliate Susan G. Komen Breast Cancer Foundation, Midwest Center for Sleep Medicine, OSF St. Joseph Center for Healthy Lifestyles, Upper Limits, and YWCA. Seventy-nine women participated in the heel screenings to help detect risks for osteoporosis and 11 employees received tetanus boosters from the health department nurses on the day of the fair.

Ninety-four percent of participants completed an evaluation of the event. Of those respondents, all noted that they would recommend the fair to a co-worker. The top motivators for attending the fair included: learning about health issues, seemed like fun, and health screenings. The majority of participants learned about the health fair from e-mail or *County Comments*. Various aspects of the fair were rated as either good or excellent by almost all of the participants. Overall, the fair was a great success and participants were very pleased with the event.

### **Go Gold**

As the Summer Olympics transpired in August, the employee wellness program encouraged employees to get active with the program *Go Gold*. One hundred nineteen employees took the challenge and for the course of 31 days logged their physical activity. Physical activity included many activities such as walking, running, cycling, and swimming. The goal was to “medal” at least 20 times during the 31-day program by recording exercise minutes: 30-44 minutes for a Bronze, 45-59 minutes for a Silver, and 60 or more minutes for a Gold. Employees logged 99,783 minutes of physical activity during the month and some noted the activity to be one of the best activities they participated in all year.

### **Walktober**

This was another 31-day program in which employees tracked steps (using a step counter) or minutes dedicated to walking each day. Before starting the program, participants selected a beginning activity level and an ending goal. *Walktober* helped employees set a challenging but obtainable goal for the month, based on their current level of activity. An online component was available this year and 80 participants took advantage of this new feature. Daily e-mails kept them motivated with health, nutrition, and walking tips. The program included weekly games and prizes. Free pedometers were provided to participants to track steps. All participants completing the program were eligible for a prize drawing. One hundred fifteen employees completed the program and the majority of them noted increased daily activity levels.

### **Pilates**

The Pilates class implemented in the fall of 2005 continued to be requested by employees. Pilates is a form of isometric exercise and physical movement designed to stretch, strengthen, tone and balance the body, while eliminating tension and strain on the joints. It is an exercise designed to improve posture and coordination, increase flexibility, develop optimal core control, create flat abdominals and a strong back, as well as provide a refreshing mind-body workout. Six women participated in the class taught twice a week at the Health Department.

### **Workplace Yoga**

**Workplace Yoga** became available to employees in 2007 and continued in 2008. This stress-relieving yoga practice is done while sitting in a chair. Participants learn to relax their body and mind through yoga poses, breathing awareness, and relaxation techniques. Additional benefits for the activity included increased flexibility and breathing, as well as better posture. Fourteen women participated in the weekly class offered over the lunch hour. Feedback has been very positive for this class.

### **Vending Machines**

Joe Abraham and Sons Vending, began providing food for all County vending machines in November 2006. The company offered a complete line of low carbohydrate and low fat food choices and agreed to make at least 25% of the food selections in each machine to be healthier options. Staff members from Health Department Health

machine to be healthier options. Staff members from Health Department Health Promotion and Assessment section helped select healthier choices to be included in the vending machines, but if the food did not sell those selections were removed and others are placed in the machines. Health promotion staff continues to work with facilities management and the vendor to provide healthier options for employees.

### **Flu Vaccine**

For the first time, the Employee Wellness program brought flu shots on site to employees. Numerous employees have asked for this service at the worksite and their request came to fruition in 2008. This was met with overwhelming success as 208 employees received vaccinations.

### **Activities Addressing Cancer Risks**

Research shows that physical activity and a diet rich in fruits, vegetables, and grains help to lower the risks for many types of cancer. In addition to the aforementioned programs, several programs specifically addressed cancer awareness and/or cancer risks. A breast cancer awareness campaign available for employees included breast health information through electronic emails, trivia questions and, the opportunity to participate in the *Paint the County Pink Campaign* during the last week of October. Employees could donate \$5 to the Susan G. Komen Breast Cancer Foundation as they participated in a week of activities including: Mammogram Monday, Take Time For You Tuesday, Workout Wednesday, Pink Tea Thursday, and Pink Fashion Friday. Employees also participated in a Lunch and Learn entitled, *Fighting Breast Cancer with a Fork and Our Feet* provided by the registered dietician from the Community Cancer Center. Approximately two hundred fifty employees participated in the activities and donated \$1520 to the McLean County Affiliate. Seventy five per cent of the money will help to pay for education and mammograms for McLean County women that can not afford the services and the remainder of the money is sent the National Komen Foundation for breast cancer research.

Self reported data received from the Health Risk Assessment indicated that 19.56% of employees use tobacco and 16.84% smoke cigarettes. Tobacco cessation material was made available to employees wishing to quit smoking throughout the year, but an emphasis for quitting was held in January as a New Years Resolution, in May for World No Tobacco Day, and in November during the American Cancer Society's Great American Smoke-out. Employees were told about all the options for assistance. *Breathe*, one of Health Media modules, is available to any employee and will create a personalized plan to quit.

Health Alliance Insurance has a free two month cessation program, *I Can Quit*, for its members. If the member has pharmacy benefits, nicotine replacements drugs can be provided with the member paying only the \$15/month co-payment.

McLean County Health Department Health Promotion staff has free nicotine patches available for employees wanting to quit smoking and willing to be counseled by staff at the Illinois Tobacco Quitline. The employee can call the Quitline (1-866-quit-yes) and request help with quitting. The certified counselor will then email or call a health promotion staff member to specify what strength patch the person needs and then a one-week supply can be given to the employee. The employee must call the quitline each

week for counseling before another supply of patches can be given. Four weeks of patches are supplied by the Health Department program at no cost and the remaining 4 weeks were paid through the benefit fund. Two employees participated in the program with free patches.

### **Other Wellness Programs in 2008**

Numerous lunch and learn sessions were scheduled throughout the year touching on a variety of health topics including exercise, **Stress Management, Managing Your Weight, Wellness Vision, Tai Chi**. The average attendance for the lunch and learn sessions was 16 people. The program addressing weight management drew the greatest attendance of 24 employees.

Random Acts of Kindness Week held in February gave all employees an opportunity to engage in a Random Act of Kindness. During the designated week, the recipient(s) received a flower with a quotation about kindness or a note from the sender. It was the hope of the employee wellness program that both the giver and the recipient benefited by the random act. More than three hundred flowers were distributed by Health Promotion staff so the senders remained anonymous.

This was the sixth year a County employee received the Wellness Employee of the Year Award. The honor is bestowed on an employee who worked toward or had succeeded in improving his/her health or that of their peers in the past year. A certificate was given to the six persons nominated for the award and a framed award from Successories was presented to the winner, Franklin Slayback, at the Wellness Open House.

The Wellness Open House held on December 18th rewarded employees for participating in the Employee Wellness program during 2008. Ninety employees were treated to paraffin hand treatments, healthy snacks, and health information provided by OSF, BroMenn, Health Alliance, and the Wellness program. All employees attending received a wellness gift and were eligible for drawings for prizes administered by Benefits Planning Associates and announced at the celebration.

Monthly health articles in *County Comments* Newsletter and periodic health news and promotion of community health events/ classes posted on County electronic mail are other avenues used to deliver pertinent health topics and information regarding National Health Observances to County employees. The health promotion section continually works with Information Services (IT) to further develop the County Wellness Intranet site.

### **Summary**

Reviews of county medical and pharmacological insurance claims over the past several years show that heart disease, diabetes, cancer, stress related illnesses make up the greatest share of payouts. Risk factors such as poor nutrition, smoking, and lack of physical activity are major contributors in the development and progression of chronic diseases. An employer's attention to health promotion and early detection efforts plays a significant role in controlling health care expenditures. According to Larry Chapman, Chairman and Founder of the Summex Corporation, health promotion programs are very beneficial in the workplace and business cannot afford not to invest in employee wellness. We strongly encourage all employees to participate in the employee wellness

program. This program is one benefit which can improve health, increase productivity and yield a significant return on investment for the employer and the employee. The proposed wellness program for 2009 is listed below.

### **Proposed Events and Activities for 2009**

McLean County will continue to participate in a Health Alliance (HAMP) pilot program, *Better Health by Choice*. The program including online health risk appraisal (HRA), health modules, and telephonic counseling for employees covered by HAMP and demonstrating at risk biometric screening results or behaviors. Non HAMP employees will participate in screenings, online health risk appraisal, and online modules.

Participation in *Better Health by Choice*, will to a greater extent this year affect the coverage and deductible reimbursement amounts received by employees insured through HAMP. As was the case in 2008, Health Alliance subscribers and spouses will be required to complete the HRA between February 1, 2009 and February 28, 2009. They also must participate in at least one follow-up online module and must participate in biometric screenings if demonstrating more than 2 cardiovascular risk factors in previous screening. If all three components are completed, employees are assured that after the initial \$500 deductible is satisfied the County will provide reimbursement on the second \$500 for individual and up to \$1,000 for family deductible expenses.

Employees completing the recommended telephonic or online counseling or those who have completed the aforementioned requirements and do not require counseling will receive an additional \$500 deductible expenses reimbursement for singles and \$1,000 for families from the County. If telephonic or online counseling is not recommended, the County will treat the additional \$500 in additional deductible expenses as a wellness bonus.

In addition to the maximum deductible medical expense reimbursement, screenings, and health counseling, participants are eligible to receive incentives for participation in other employee wellness program activities. All persons participating in requirements listed above will be entered into drawings for prizes at the end of the year.

The cholesterol and glucose screenings will be scheduled at the Regional Office of Education, Highway Department, Health Department, and the Law and Justice Center in January. The costs of the screenings for employees and spouses carrying Health Alliance Insurance will be paid by Health Alliance insurance because they are considered wellness care and the fees for those employees not insured by Health Alliance will be paid from the Employee Benefit Fund.

The scheduled date for the annual employee wellness fair is Wednesday, May 27, 2009. The osteoporosis screening and tetanus immunizations will be held on the day of the fair and the mammogram van will be available in July. A flu clinic will also be scheduled for October 2009.

#### **Cardiovascular Screenings**

- Screenings conducted on selected employees in January
- Locations: Health Department, Law and Justice Center, Highway Department, Government Center, and Regional Office of Education



- Online and telephonic counseling
- A corporate report compiled from data received in wellness profiles
- Tracking patients with high risk screening scores to determine how many schedule appointments with physician
- Complete Health Risk Appraisal February 1 through February 28

### **Osteoporosis**

- Screenings to be conducted by BroMenn Women's Center on May 27th in conjunction with the Wellness Fair

### **Tetanus Vaccine**

- Administered by Health Department nurses on day of health fair

### **Cancer Screenings**

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

### **Influenza Prevention**

- Flu clinic for employees held in October 2009

### **Wellness Fair**

- Wednesday, May 27, 2009 from 8:30 until 2:30
- Variety of vendors focusing on all aspects of health and prevention

### **Activities Linked to Wellness Modules**

- Promote Healthy Choice Modules: New years resolution message
- Promotion of Heart Month and Go Red Day for Women
- Random Acts of Kindness Week
- Great American Fitness Adventure (a physical activity program)
- Weight Management Programs
- Promotion of National Nutrition Month
- Promotion of Men's Health Week
- Promotion of Summer Safety
- Promote Fruit and Vegetable Month in September
- Fall Walking program
- Breast Cancer Awareness Month activities during October
- Promote American Diabetes Month/Diabetes Prevention in November
- Promote Smoking cessation in January, May, November
  - World No Tobacco Day and Great American Smokeout
- Promotion of Illinois Tobacco Quitline and free nicotine patches
- Holiday Stress Management
- Lunch and Learns
- Observation of National Health Observances
- Select McLean County Wellness Employee of the year

- Wellness Celebration with mini health fair
- County Comment articles pertaining to pertinent health topics
- Health Beat Articles on County-E-mail
- Intranet site

**Comments received from employees regarding wellness initiatives this year:**

- This year's health fair was the best one yet.
- Thanks for all that you do to keep us motivated!
- The flowers given out for Random Acts of Kindness are beautiful. What a great thing for employees!
- Great job organizing this event (Health Fair).
- Best Health Fair ever!!!
- Great health fair and good prizes. Cudos to you and Jan and whoever else worked so hard on this.
- Thanks!! That is really nice to offer something like this (Random Acts of Kindness). It brings up work morale.
- You guys do a great job!
- Thanks for all you do to keep us healthy.
- Jackie is very supportive and encouraging organizer.
- The biggest loser was a great motivational activity.
- A big thanks for your efforts in putting together this year's employee health fair. Your hard work was evident and it was one of the best ever I think.
- Thanks for your work with the Biggest Loser program...it was a huge success. What a great job.
- Just wanted to thank you and your helpers on behalf of the "Biggest Loser" for the lovely luncheon yesterday. It was yummy and a good time was had by all. We appreciate your efforts to help us slim down and get in shape. Maybe some day you won't have to work so hard!
- Thanks to you and the Health Dept. for bringing the Biggest Loser Program. I think everyone enjoyed doing it. I hope a good number signed up to keep going. It takes a lot of effort to put together prizes and program materials as well as calculate everyone's results and determine the winners----but the outcomes posted shows it is paying off big time!! Great Job!
- Re: Biggest Loser program: Very cool Jackie- thanks for organizing this! Kudos goes to you too! You've been very helpful and supportive to me and others during these adventures- make it worth doing.
- Re: Jerry Lisenby presentation. Thank you thank you thank you. This was the best health department program in quite a while--they are all good, but this was exceptional!!!!!!
- Jan, thanks for bringing the flu clinic to county employees! This is extremely important to keep employees well.

**2008 Employee Wellness Budget in Second Pilot Year**

	<b>Proposed</b>	<b>Ben Fund</b>	<b>HAMP</b>	<b>Actual</b>
<b>BroMenn</b>				
Screenings \$50 x 60 persons = Non HAMP insured (20 x 64) HAMP (20 x 225)	\$3,000	\$1,280	4500.	\$5780
 PSA 35 x 20 non HAMP insured men = (38.50 x 14) (38.50 x 50)	\$700	\$539.00	1925	2464
 <b>Methodist Hospital</b>				
Mammograms in mammogram van Women 40 and over \$258.00 x 15 non HAMP insured women = (\$258. x 10) (258 x 33)	\$ 3870	\$2580	8514.	\$11,094.
 <b>BroMenn Medical Center</b>				
Osteoporosis screening (heel) \$5 x 100 women (\$5 x 77)	\$500	\$385.	\$0	\$385.
Flu shots (\$25 x 208) (\$25 x 65)	\$0	1,625	\$3575.	\$5200.
 <b>Total amount paid for screenings</b>	<b>\$8,070</b>	<b>\$6409</b>	<b>\$18,129</b>	<b>\$24,923.</b>
 <b>Amount paid by Benefit Fund for screenings</b>				<b>\$ 6409.00</b>
 <b>Amount paid by Health Alliance Medical Plans (HAMP) for screenings</b>				<b>\$18,129.00</b>
 <b>Other Expenses paid by Benefit Fund</b>				
Wellness Conference	\$700			\$90.00
Membership to WELCOA	\$200			\$292.
Wellness activities, incentives, items Resources for lending library	\$9,000			\$9,183.82
Scholarships for Weight Management program	500			\$0.00
Tobacco Replacement Patches	250			120.
Wellness programs/Health Fair printing/paper/ Brochure	300			574.11
Marketing to BPA	\$4,000			\$4,000
 <b>Total amount requested (Bal 2351.07)</b>	<b>\$23,020</b>			<b>\$20,668.93</b>

## 2008 Screenings by Department

## 2008 Screenings by Department

Administration	2
Adult Literacy	0
Adult Probation	0
Assessor's Office	9
Auditor's Office	6
Building and Zoning	5
CASA	6
Circuit Clerk	29
Circuit Court	8
County Board	1
County Clerk	10
Court Services	20
Election Commission	0
Facilities Management	3
Health Department	57
Highway Department	25
Information Services	9
Jail	0
Judicial	4
Juvenile Detention Center	9
Metcom	3
Nursing Home	19
Parks and Recreation	1
Public Defender	7
Recorder	2
Regional Office of Education	5
Regional Planning	2
Risk Management	1
Sheriff	25
States Attorney's Office	18
Treasurer's Office	4
Veteran's Assistance	1

**Eleven Year Employee Screening Results  
1998 – 2008**

**Eleven Year Employee Biometric Screening Results  
1998-2008**

Gender	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Male	20	32	43	54	59	77	91	88	77	96	104
Female	75	61	74	89	101	127	140	139	120	158	185
Average Age						45	44	45	46		44
Total Screened	95	93	117	143	160	204	231	227	197	254	289

Tobacco Use	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Male	--	--	9 of 42 (21%)	12 of 54 (22%)							
Females	--	--	8 of 68 (11%)	9 of 89 (10%)							
Total			17 of 110 (15%)	21 of 143 (15%)	22 of 152 (14%)	37 of 204 (19%)	44 of 231 (19%)	43 of 227 (19%)	34 of 187 (17%)		34 of 284 (8%)

Total Cholesterol	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
High Risk (>240 mg/dL)	13 (13.6%)	20 (21.5%)	10 (9%)	15 (10.4%)	29 (18%)	22 (11%)	30 (13%)	23 (10.1%)	17 (9%)	31 (12%)	35 (12%)
Moderate Risk (200-239 mg/dL)	35 (36.8%)	31 (33.3%)	38 (34.5%)	55 (38.4%)	51 (32%)	67 (32%)	66 (29%)	85 (37.4%)	64 (33.9%)	76 (30%)	100 (35%)
Desirable (less than 200 mg/dL)	47 (49.4%)	42 (45%)	62 (56.4%)	73 (51%)	80 (50%)	120 (57%)	130 (58%)	82 (36.1%)	84 (44.4%)	35 (14%)	95 (33%)
Optimal (Less than 160)								37 (16.3%)	24 (12.7%)	110 (44%)	56 (19%)
Number Screened	95	93	117	143	160	209	231	227	189	252	286

Low Density Lipid (LDL)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Very High Risk Greater than 190 mg/dL)										5 (2%)	
High Risk (160 – 189 mg/dL)	--				5 (5%)	2 (1%)	36 (15.9%)	31 (13.7%)	25 (13.2%)	29 (11.6%)	26 (9%)
Moderate Risk (130 – 159 mg/dL)	--	11 (12.5%)	31 (29%)	35 (24%)	19 (12%)	13 (6%)	67 (29.6%)	63 (27.8%)	66 (34.7%)	73 (29%)	64 (22%)
Desirable (100-129 mg/dL)	--	17 (19%)			41 (26%)	43 (21%)	76 (33.6%)	87 (38.3%)	75 (39.5%)	78 (31%)	66 (23%)
Optimal (100 or less)	--	58 (66%)	77 (71%)	105 (73%)	95 (59%)	149 (71%)	47 (20.8%)	46 (20.3%)	24 (12.6%)	63 (25.4%)	99 (34%)

\*\* Data that did not read due to high Triglycerides 4 (1.5%)

High Density Lipid (HDL)	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Too Low (< 40 mg/dL)	14 (14.7%)	5 (5%)	11 (10%)	3 (2%)	21 (13%)	42 (20%)	76 (33%)	59 (26.1%)	78 (41.1%)	81 (32%)	59 (20%)
Moderate Risk								44 (19.5%)	27 (14.2%)		36 (12%)
Normal (40-59 mg/dL)	81 (85.3%)	88 (95%)	98 (90%)	140 (98%)	139 (87%)	165 (79%)	154 (67%)	123 (54.4%)	85 (44.7%)	124 (49%)	97 (34%)
Optimal (greater than 69mg/dL)										47 (19%)	81 (28%)



Triglycerides	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Very High Risk (> 500 mg/dL)	--	1 (1%)	0	1 (.6%)	2 (1%)	2 (1%)	28 (12.5%)	29 (12.8%)	16 (8.4%)	1 (.003%)	5 (1.8%)
High Risk (200-499 mg/dL)	--	6 (6.5%)	4 (3.6%)	2 (1%)	24 (15%)	41 (20%)	33 (14.7%)	34 (15%)	25 (13.2%)	13 (5%)	38 (14%)
Moderate (150-199 mg/dL)	--	15 (16.4%)	22 (19.8%)	20 (14%)	40 (25%)	46 (22%)	52 (23.2%)	50 (22.1%)	49 (25.8%)	26 (10%)	60 (22%)
Normal Level (< 150mg/dL)	--	69 (76%)	85 (76.5%)	120 (84%)	94 (59%)	120 (57%)	111 (49.6%)	113 (50%)	100 (52.6%)	212 (84%)	168 (62%)

Blood Glucose	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Elevated (Fasting) >110 mg/dL	3 (3.2%)	8 (8.6%)	9 (7.8%)	7 (5%)	18 (11%)	37 (18%)	19 (8%)	47 (20.7%)	30 (15.2%)	47 (19%)	17 (6%)
26 or more											94 (33%)
Prediabetes 100-125											175 (61%)
Desired- less than 100											
Normal Blood Glucose (65-110 mg/dL)	92 (96.8%)	84 (90.4%)	105 (91.3%)	135 (95%)	142 (89%)	135 (65%)	211 (92%)	180 (79.3%)	167 (84.8%)	203 (80%)	
Below Normal	0	1 (1%)	1 (.8%)	0	0	0	0	0	0	2 (1%)	
Elevated (Non Fasting) (> 140 mg/dL)						3 (1%)					
Normal Non Fasting Blood Glucose						34 (16%)					

Blood Pressure	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Normal Range (< 130/85) (<120/80) 2004*	82	64			69 (50%)	133 (63.6%)	73 (33.6%)	51 (22.8%)	59 (30.1%)	169 (67%)	See Chart Below
Moderate/Prehypertension (130-139) (85-89) (120/80 -139/89) 2004*					32 (23%)	34 (16.3%)	99 (44.2%)	107 (47.8%)	101 (51.5%)	32 (13%)	
High Blood pressure (140/90+)	15	23			38 (27%)	29 (13.9%)	52 (23.2%)	66 (29.5%)	36 (18.4%)	39 (15%)	
No blood pressure taken						13 (6.2%)				12 (4%)	
High systolic blood pressure (90-139)			9 males 16 females	12 males 8 females							
Normal systolic range			33 males 52 females	42 males 81 females							
High diastolic range (60-89)			10 males 10 females	14 males 5 females							
Normal diastolic range			32 males 58 females	40 males 84 females							

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

Systolic Blood Pressure	2008	Diastolic Blood Pressure	2008
Desirable Less than 120	102 (35%)	Desirable Less than 80	180 (62%)
Pre-hypertension 120-139	140 (48%)	Pre-hypertension 80-89	76 (26%)
High Greater than 140	42 (15%)	High Greater than 90	29 (10%)

Mammograms	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Number of women	0	4	24	36	31	0	36	46	34	40	43
Recalled for additional films	0	0	6	6	7	0	9	9	3	4	7

Heart Health Score	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Coronary Risk	-	-	9 (8%)	13 (9%)	9 (5.8%)	6 (2.9%)	12 (5.2%)	18 (7.9%)	13 (6.6%)		
Ideal Risk	-	-	38 (35%)	51 (36%)	66 (42.9%)	76 (37.3%)	65 (28.1%)	54 (23.8%)	49 (24.9%)		
Low Risk	-	-	20 (18%)	31 (22%)	30 (19.5%)	52 (25.5%)	60 (26%)	57 (25.1%)	58 (29.4%)		
Moderate Risk	-	-	43 (39%)	48 (34%)	49 (31.8%)	70 (34.3%)	94 (40.7%)	98 (43.2%)	77 (39.1%)		
High Risk	-	-	42 men	54 men	57 men	77 men	91 men	88 men	77 men		
Total Screened			68 women	89 women	97 women	127 women	140 women	139 women	12 women		

Fitness Score	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Low Fitness	-	-	-	57 (39.8%)	56 (36.4%)	70 (34.3%)	59 (25.5%)	48 (21.1%)	51 (25.9%)		
Fair Fitness	-	-	-	28 (19.5%)	69 (44.8%)	94 (46.1%)	115 (49.8%)	122 (53.7%)	104 (52.8%)		
Good Fitness	-	-	-	44 (30.7%)	19 (12.3%)	24 (11.8%)	32 (10.8%)	33 (14.5%)	26 (13.2%)		
Excellent	-	-	-	14 (9.7%)	10 (6.5%)	16 (7.8%)	25 (10.8%)	24 (10.6%)	16 (8.1%)		

Percent Fat, Men	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Below Average Range < 18.5	-	-	5 (12%)	8 (14.8%)	0	0	0	0	0	1 (1%)	0
Average Range BMI <=23 Ideal (2005)	-	-	29 (70%)	15 (27.7%)	7 (12%)	12 (15.8%)	9 (14.1%)	10 (11.4%)	7 (9.1%)	18 (18.9%)	18 (17.3%)
18.5 to 24.9 Normal (2007)											
Above Average Range BMI <=25 Desired (2005)	-	-	7 (17%)	31 (57%)	8 (14%)	11 (14.5%)	7 (10.9%)	16 (18.2%)	10 (13%)		
Overweight	-	-	-	-	14 (24.5%)	17 (22.4%)	24 (37.5%)	42 (47.7%)	39 (50.6%)	43 (45.2%)	45 (43%)
BMI 25 to 29.9 (2005)	-	-	-	-	25 (43.8%)	36 (47.4%)	24 (37.5%)	20 (22.7%)	21 (27.3%)	22 (23.1%)	26 (25%)
Obese 30 and higher(2005)											
Severely Obese 35 + (2007)										8 (8.4%)	12 (11.5%)
No measurements taken										3 (3%)	3 (2.8%)
Total Screened	-	-	41	54	57	76	64	88	77	95	104

(PSA)Prostate Specific Antigen Screening	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Above Normal Range (< 4.00ng/ml)			0	0	1	2	1	3	2	0	2
Normal Range			29	37	41	44	62	49	44	55	62
Total Screened	0	0	29	37	42	46	63	52	46	55	64

Percent Fat, Women	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Below Average	-	-	2 (3%)	6 (6.7%)	2 (2%)	3 (2.5%)	2 (2.2%)	0	0	1 (.006%)	1 (.005%)
Average Range BMI <23 Ideal (2005) 18.5 to 24.9 Normal (2007)	-	-	24 (36%)	14 (15.7%)	17 (17.5%)	14 (11.8%)	16 (18%)	30 (21.6%)	26 (21.7%)	45 (28.6%)	54 (29.1%)
Above Average Range BMI <25 Desired (2005)	-	-	40 (60.6%)	69 (77.5%)	5 (5%)	8 (6.7%)	3 (3.4%)	13 (9.4%)	17 (14.2%)	---	---
Overweight BMI 25 to 29.9 (2005)	-	-	-	-	11 (11%)	15 (12.6%)	16 (18%)	50 (36%)	34 (28.3%)	46 (29.2%)	58 (31.3%)
Obese BMI 30+ (2005)	-	-	-	-	51 (52.5%)	79 (66.4%)	52 (58.4%)	46 (33.1%)	43 (35.8%)	31 (19.7%)	32 (17.2%)
Severely Obese BMI 35+ (2007)										18 (11.4%)	38 (20.5%)
No measurements taken										16 (10%)	2 (1%)
Total	-	-	66	89	97	119	89	139	120	157	185

<b>Yearly Results</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Results for Number Screened	95	93	117	143	160	209	233	227	202	252	289
Attended Health Fair	144	142	158	175	203	181	192	231	231	213	230
Participated in Additional Wellness Activities/Programs	61	91	199	244	250	428	548	618 Total all programs 1076	928 Total all programs 1361	1399 Total all programs 1892	1469 Total all programs 1960
Total Employee Participation	150	222	244	306	343	386	400	418	377	447	479
Completed HRA										604	595

**Proposed 2009 Employee Wellness Budget with Pilot**

Screenings (Including Cholesterol, Glucose) \$20 x 70 persons = Non HAMP insured employees	\$1,400
PSA \$40.00 x 20 non HAMP insured men =	\$ 800
<b>Methodist Hospital</b>	
Mammograms in mammogram van for women 40 and over \$258.00 x 15 non HAMP insured women =	\$ 3,870
<b>BroMenn Medical Center</b>	
Osteoporosis screening (heel) \$5 x 100 women	\$ 500
Flu Shots \$25 x 80 =	\$2,000
<b>Amount paid by Benefit Fund for Screenings</b>	<b>\$8570</b>

Health Alliance Insurance will pay for employees having  
HA Insurance

**Other Wellness Program Expenses**

Wellness Conference	\$ 800
Membership to WELCOA	300
Incentives, supplies for fair and wellness activities, Items for lending library	\$9,000
Scholarships for Weight Management program	500
Tobacco Replacement Patches	250
Wellness programs/Health Fair printing/paper	300
<hr/>	
Marketing	\$4,000
<b>Total amount requested</b>	<b>\$23,720</b>



5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

## MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: K-3292-S  
 QUOTE DATE: 08-DEC-2008  
 VALID UNTIL: 02-MAY-09  
 PRICE LIST: S&L LAW ENFORCEMENT

**COVERAGE**

START DATE: 01-FEB-09  
 END DATE: 31-JAN-10

PAGE: 1 of 1

**BILL TO:** MCLEAN COUNTY SHERIFF  
 104 WEST FRONT STREET  
 BLOOMINGTON, IL 61701  
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION MCLEAN COUNTY SHERIFF- 104 WEST FRONT STREET BLOOMINGTON MCLEAN IL 61701 United States

3500XC- M24	ANNUAL 24/7 MAINTENANCE	4905-00228B	1	\$2,628.00
TP-3500XC-ED	ANNUAL 24/7 MAINTENANCE	4905-00228B	1	\$456.00
PRT-DUP- M24				
TP-PRP-DUP				
<b>TOTAL:</b>				<b>\$3084.00</b>

PLEASE CHECK PREFERRED BILLING:

ANNUAL INVOICE OR

QUARTERLY INVOICE OR

MONTHLY INVOICE

NAME: PAHL, DIANE E  
 TITLE: Contract Administrator  
 PHONE: (952) 979-8479  
 FAX: (952) 852-8747  
 EMAIL: dpahl@t1id.com

PO#:  
 BY:  
 NAME:  
 DATE:  
 TITLE:  
 PHONE:  
 EMAIL:  
 FAX:

**UPON RECEIPT OF ACCEPTANCE OF QUOTATION AN INVOICE WILL FOLLOW**

Mike Emery, Sheriff of McLean County	Date
Matt Sorensen, Chairman, McLean County Board	Date
Peggy Ann Milton, Clerk of the County Board of McLean County, IL	Date



**IDENTIX INCORPORATED**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**

*for use with*

**U.S. End User Customers**

*covering*

**Identix® Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

**A. Included With All Remedial Maintenance Services.** *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

**B. 24/7 Maintenance Services.** *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' *Help Desk Maintenance Services* are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platen, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

### IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

## V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

## VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

## VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

## VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

## IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.



**McLEAN COUNTY BOARD**

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

Matt Sorensen  
Chairman

January 15, 2009

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for uniforms and equipment to the Ray O'Herron Company, Danville, Illinois. Ray O'Herron Company submitted a complete bid on all categories listed in the formal written bid specification.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2009 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1  
Stan Hoselton  
Don J. Cavallini

District #3  
Diane R. Bostic  
George O. Wendt

District #5  
William T. Calsley  
Sondra "Sonny" O'Connor

District #7  
Belle Rackauskas  
John A. Butler

District #9  
Cathy Ahari  
Erik Rankin

District #2  
Matt Sorensen  
Jim Soeldner

District #4  
Duane Moss  
Laurie Wollrab

District #6  
George J. Gordon  
John McInlyre

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

October 31, 2008

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases  
For The One Year Period of February 1, 2009 to January 31, 2010

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,  
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Support Services Commander, Lt. Brent Wick

Mandatory Vendor Information

Name of company submitting formal quote: Ray O'Herron Co., Inc.  
Printed name of authorizing agent submitting quote: Ray O'Herron  
Signature of authorizing agent submitting Quote: Ray O'Herron  
Date quote proposal submitted: 12-3-08  
Company address: 3549 N. Vermilion St., P.O. Box 1070  
Danville, IL 61834-1070

Company Contact Telephone Number: 800-223-2097  
Company Contact Email Address: rayoherron@oherron.com  
Company Contact FAX Number: 888-223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Office"

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the **McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702**, by 10:00am on Friday, December 19th, 2008. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

*H. B. ... 12-19-08 @ 10:03*

*Chris Colaw*

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2009 to January 31, 2010 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if *the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.*

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of a specific item in stock, and do not intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract for a specific item if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at : (309) 888-5034 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: [brent.wick@mcleancountyil.gov](mailto:brent.wick@mcleancountyil.gov)

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

**Police & Correctional Officer's Uniform Category**

You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.*

<b>Amount</b>	<b>Command Staff Uniform:</b>
\$ 38.00	Command White S.S. Shirt Flying Cross #95R6600
\$ 42.00	Command White L.S. Shirt Flying Cross #45W6600
\$ 25.50	Blauer White S.S. Class Act Shirt #8421
\$ 29.00	Blauer White L.S. Class Act Shirt #8431
\$ 54.00	Deputy Pants: Horace Small Pink Tan HS2136 w/Dark Brown Braid
\$	
\$	
\$	
\$	
	<b>Deputy Class 'A' Uniform:</b>
\$ 259.00	Blauer Jacket 9910Z Brown Cruiser Jacket w/CROSSTECH Fabric
\$ 56.00	Blauer 6030 Lightweight IKE-Length Wind Breaker (Brown)
\$ 21.00	Rainfair yellow raincoat #2100-8000
\$ 5.95	Necktie break away clip-on in silver tan or corrections gray
\$ 49.00	Midway 5-Star hat (with all accessories including cover matching pant material)
\$ 5.95	Replacement Midway hat accessories, Silver, or Gold snake band w/buttons
\$ 19.95	Blauer Trooper Hat #5110-BR Brown, #5110-NB Navy
\$ 10.50	Black Stocking Cap #125-BK
\$ 59.00	Blauer Model 210, 100% wool sweater in brown or blue with badge tab & epaulets
\$	
\$	
\$	
\$	
	<b>Boots / Shoes</b>
\$ 74.00	Bates Lightweight men's/ womens shoes in clarino Model #942 / #742
\$ 94.00	Bates Chukka leather shoe Model 78
\$ 94.00	Bates GX-8 Gortex Side Zip Waterproof
\$ 85.00	Bates GX-4 Gortex Side Zip Waterproof
\$ 74.00	Converse 6" black boot #C866 Side Zip Waterproof
\$104.00	5.11 A.T.A.C 8" Storm Boot Waterproof #12004
\$ 95.00	5.11 A.T.A.C 8" Boot #12001
\$	
\$	
\$	
\$	



**Uniforms Cont.**

<b>Corrections Uniform:</b>	
\$ 69.00	Blauer #225 Fleece Lined V-Neck Sweater (Navy)
\$ 99.00	Blauer #6120 3-Season Bomber Jacket with B.DRY (Navy)
\$ 43.00	Flying Cross S.S. Shirt #97R6686 (Navy)
\$ 49.00	Flying Cross L.S. Shirt #47W6686 (Navy)
\$ 41.00	Fechheimer pants #32230 (Navy)
\$	
\$	
\$	
\$	
<b>Uniform: Class "B"</b>	
\$ 37.00	Blauer Streetgear SS shirt #8713 in Brown/ Navy/ Tan, Poly/Cotton
\$ 41.00	Blauer Streetgear LS shirt #8703 in Brown/ Navy/ Tan, Poly/Cotton
\$ 47.95	Blauer Streetgear LS shirt #8900 in Brown/Navy/Tan, Rayon Blend
\$ 41.95	Blauer Streetgear SS shirt #8910 in Brown/Navy/Tan, Rayon Blend
\$ 52.00	Blauer Streetgear 8810 pants in Brown/ Navy, Poly/Cotton
\$ 57.00	Blauer Streetgear 8980 pants in Brown/ Navy, Rayon Blend
\$	
\$	
\$	
\$	

**TOTAL FOR UNIFORM CATEGORY \$ 1,872.75**

**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

Amount	Police Leather:
\$ 51.00	Safariland 87V duty belt in High Gloss w/buckle (silver or gold)
\$ 27.00	Inner velcro garrison belt in High Gloss #99
\$ 21.95	Stallion OTCC "open top cuff case" w/black snapin High Gloss
\$ 2.25	2 snap belt keepers (silver or gold) in High Gloss
\$ 12.50	Latex surgical glove pouch #33-9V in High Gloss
\$ 26.00	Double snap magazine pouch ( hidden, silver or gold) in High Gloss
\$ 22.00	Closed top carrier STN-3 for Stinger flashlight in High Gloss
\$ 19.00	Boston Leather 5487 (5") portable radio carrier in High Gloss / Nylon
\$ 115.00	Safariland SS-III Safety Holster #070 in High Gloss/ STX
\$ 110.00	Safariland 6360 SLS/ALS Holster in High Gloss/ STX
\$ 94.00	Safariland Top Gun Model #200 in High Gloss
\$	
\$	
\$	
\$	
\$	
\$	
	<b>Nylon Duty Gear:</b>
\$ 18.95	Bianchi Patrol Tec duty belt #8100
\$ 14.00	Bianchi Patrol Tec inner belt #8105
\$ 8.00	Bianchi Patrol Tec 2 snap keepers 4 pack #8006
\$ 19.95	Bianchi Patrol Tec double snap magazine pouch (vertical or horizontal)
\$ 12.95	Bianchi Patrol Tec top flap cuff case #8000
\$ 11.50	Bianchi Patrol Tec open top cuff case #8034
\$ 12.95	Bianchi Patrol Tec pepper spray holder (MKIII)
\$ 12.95	Bianchi Patrol Tec pepper spray holder (MKIV)
\$ 12.00	Bianchi Patrol Tec Stinger flashlight holder (closed top) #8011
\$ 10.50	Bianchi Patrol Tec Stinger flashlight holder (open top)
\$ 13.00	Bianchi Patrol Tec ASP baton holder
\$	
\$	
\$	
\$	

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 647.45

**BADGE CATEGORY**

**Blackinton is the only badge we will accept in this category. No substitutes here please.**

<b>Amount</b>	<b>Badges:</b>
\$ 61.00	Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener.
\$ 82.00	Same as above but in HiGlow finish
\$ 69.00	Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County")
\$ 96.00	Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out in HiGlow finish
\$ 79.00	Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" on lower panel)
\$ 98.00	Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back (Specify "Lieutenant" or "Detective" on upper panel)
\$ 16.50	Tie Bar #A3271 w/ deputy badge in either gold or silver color finish
\$ 13.00	Namebar #A2450 in Rhodium finish
\$ 17.00	Same as above but in HiGlow finish
\$ 16.00	"Serving Since" bar #1693 in gold or silver finish
\$ 15.95	Lt. Bars "small" # A1973HG
\$ 21.00	Badge Cases for B879
\$ 21.00	Badge Cases for B1004
\$ 21.00	Badge Cases for B1277

**TOTAL FOR THE BADGE CATEGORY: \$ 626.45**

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

<b>Amount</b>	<b>Body Armor:</b>
\$ 579.00	Protective Products International Body Armor Centennial Model w/soft trama insert & additional carrier Armorlite TG Centennial is discontinued
\$ 59.00	Replacement Carrier (Brown/ Navy) for the above listed vest
\$	
\$	

OR,

**If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.**

**SUB TOTAL FOR POLICE BODY ARMOR**

**\$ 638.00**

**MISCELLANEOUS POLICE EQUIPMENT CATEGORY**

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Wick must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

<b>Amount</b>	<b>Miscellaneous Police Equipment:</b>
\$ 35.95	Hiatt Chain Handcuffs in Colors
\$ 35.95	ASP Tactical Chain Handcuffs in Black
\$ 35.95	ASP Tactical Chain Handcuffs in Colors
\$ 26.50	Peerless PSN handcuffs #4710
\$ 94.00	Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy
\$ 24.00	Replacement Model 900 face shield #FS2
\$ 21.00	Replacement interior liner & sizing kit for Premier 900 ILK1
\$ 22.00	Saunders Aluminum Report Writing Board – A-Holder #10017
\$ 18.50	Saunders Aluminum Ticket Writing Board #10006
\$ 230.00	Barrier tape (1000' roll) "Sheriff's line do not cross"
\$ 65.00	Red Flares w/spikes #2730-30 minute (per gross)
\$ 43.00	Blauer breakaway traffic vest #339S W/SHERIFF
\$ 67.00	ASP Expandable Baton Model #F-21-B
\$ 71.00	ASP Expandable Baton Model #F-26-B
\$ 24.50	NIK Narcotics Test Kit "G" #6077
\$ 24.50	NIK Narcotics Test Kit "E" #6075
\$ 119.00	Streamlight SL-20x with DC & AC charger #26010
\$ 32.00	Streamlight Ni-Cad Battery stick for SL-20x
\$ 12.95	Streamlight replacement bulb/lamp module for SL-20x
\$ 13.50	Streamlight SL-20x Charger Sleeve both AC and DC
\$ 91.00	Streamlight Stinger flashlight AC75001
\$ 12.95	Streamlight Stinger replacement bulbs
\$ No Charge	Streamlight Stinger replacement switch
\$ 24.00	Streamlight Stinger replacement battery
\$ 98.00	Streamlight Stinger Charger both AC and DC
\$ 5.95	Disposable Emergency Blanket
\$	
\$	
\$	
\$	
\$	
\$	
\$	

**MISCELLANEOUS POLICE EQUIPMENT CONTINUED:**

\$ 29.00	Red/Blue Gun training aids (Glock .40 - Gov.45 - S&W.45)
\$ 21.95	Ear Protection #90561 Earmuff style
\$ 4.50	Shooting safety glasses
\$ 30.00	Outer's firearms target 3/4" pasters (20 roll carton)
\$ 25.00	Realistic targets
\$ 125.00	Flex-Cuf's per order of 100 (#5010)
\$ 809.95	Taser X26 weapon black w/Yellow
\$ 17.97	Replacement cartridge for X26 taser (15 feet)
\$ 22.97	Replacement cartridge for X26 taser (XP-25 feet)
\$ 29.95	Taser digital power magazine (DPM) for X26 taser
\$ 49.95	Blade-Tech X26 taser holster #44952
\$ 44.00	Blackhawk Serpa Holster for TASER X26
\$ 43.00	Blackhawk CQC Serpa Holster w/Belt loop and Paddle
\$ 39.95	Uncle Mike's Tac Bag #5249-1
\$ 59.00	Hatch Gloves SOG HK300 in black
\$ 16.95	Damascus Knee Pads #DKP-1
\$ 11.95	Damascus Elbow Pads #DEP-1
\$ 265.00	Ballistic Helmet, Level 3 in Black
\$ 72.00	ESS NVG Goggles in Black
\$ 41.00	ESS ICE 2.4 Glasses ANSI Z87 and OSHA approved
\$ 995.00	Corrections Head to Knee Riot Shield w/SHERIFF
\$ 65.00	Corrections Shin Guards in Black
\$ 22.50	Corrections Open Finger Padded Tactical Gloves in Black
\$ 73.00	Corrections Upper Body protection system in Black w/ groin & tailbone protection.
\$ 41.00	Camelbak Sabre in Black

**SUB TOTAL FOR MISCELLANEOUS CATEGORY \$4,203.79**

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

**Galls Incorporated**

Attn: Tyler Stewart  
2680 Palumbo Drive  
Lexington, Kentucky 40509

**10-8 Outfitters**

Attn: Stephen Stewart  
1206 Towanda Plaza Suite 1  
Bloomington, Illinois 61701

**Ray O'Herron Co. Inc**

Attn: Bids/Contracts  
3549 N. Vermilion  
P.O. Box 1070  
Danville, Illinois 61834-1070

October 31, 2008

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases  
For The One Year Period of February 1, 2009 to January 31, 2010

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,  
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Support Services Commander, Lt. Brent Wick

Mandatory Vendor Information

Name of company submitting formal quote: 10-8 Outfitters  
Printed name of authorizing agent submitting quote: Stephen Stewart  
Signature of authorizing agent submitting Quote: *Stephen Stewart*  
Date quote proposal submitted: 12/19/08  
Company address 1206 Towanda Ave Suite 1  
Bloomington, IL 61701

Company Contact Telephone Number: 309-820-1008  
Company Contact Email Address: stephen@10-8outfitters.com  
Company Contact FAX Number: 309-820-1008

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

**"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Office"**

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the **McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702**, by 10:00am on Friday, December 19th, 2008. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

*H. B. White 12-19-08 @ 10:03*

*Chris Colan*



Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2009 to January 31, 2010 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of a specific item in stock, and do not intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract for a specific item if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at : (309) 888-5034 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: [brent.wick@mcleancountyil.gov](mailto:brent.wick@mcleancountyil.gov)

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

**Police & Correctional Officer's Uniform Category**

You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.*

<b>Amount</b>	<b>Command Staff Uniform:</b>
\$ 38.00	Command White S.S. Shirt Flying Cross #95R6600 Perfection 2300WH
\$ 40.00	Command White L.S. Shirt Flying Cross #45W6600 Perfection 2000WH
\$ 28.00	Blauer White S.S. Class Act Shirt #8421 Perfection 1300WH
\$ 26.00	Blauer White L.S. Class Act Shirt #8431 Perfection 1000WH
\$	Deputy Pants: Horace Small Pink Tan HS2136 w/Dark Brown Braid
\$ 39.00	Perfection New Traditions 2600ST (Silver Tan) 100% Poly Pants
\$	
\$	
\$	
	<b>Deputy Class 'A' Uniform:</b>
\$ no bid	Blauer Jacket 9910Z Brown Cruiser Jacket w/CROSSTECH Fabric
\$ no bid	Blauer 6030 Lightweight IKE-Length Wind Breaker (Brown)
\$ no bid	Rainfair yellow raincoat #2100-8000
\$ no bid	Necktie break away clip-on in silver tan or corrections gray
\$ 49.00	Midway 5-Star hat (with all accessories including cover matching pant material)
\$ 8.00	Replacement Midway hat accessories, Silver, or Gold snake band w/buttons
\$ 22.00	Blauer Trooper Hat #5110-BR Brown, #5110-NB Navy Bayle #9982, #9917
\$ 8.45	Black Stocking Cap
\$	Blauer Model 210, 100% wool sweater in brown or blue with badge tab & epaulets
\$ 40.00	Liberty "Top Brass" Commando Style Sweater
\$	
\$	
\$	
	<b>Boots / Shoes</b>
\$ 69.00	Bates Lightweight men's/ womens shoes in clarino Model #942 / #742
\$ 100.00	Bates Chukka leather shoe Model 78
\$ 100.00	Bates GX-8 Gortex Side Zip Waterproof
\$ 88.00	Bates GX-4 Gortex Side Zip Waterproof
\$ No bid	Converse 6" black boot #C866 Side Zip Waterproof
\$ 98.00	5.11 A.T.A.C 8" Storm Boot Waterproof
\$ 84.00	5.11 A.T.A.C 8" Boot
\$	
\$	
\$	
\$	

**Uniforms Cont.**

<b>Corrections Uniform:</b>	
\$ 40.00	Blauer #225 Fleece Lined V-Neck Sweater (Navy) Liberty "Top Brass" Commando Sweater
\$ 125.00	Blauer #6120 3-Season Bomber Jacket with B.DRY (Navy) Proper Defender Alpha
\$ 34.00	Flying Cross S.S. Shirt #97R6686 (Navy) / Perfection 2340DN
\$ 36.00	Flying Cross L.S. Shirt #47W6686 (Navy) Perfection 2040DN
\$ 34.00	Fechheimer pants #32230 (Navy) Perfection 1700DN
\$	
\$	
\$	
\$	
<b>Uniform: Class "B" both Patrol and Corrections</b>	
\$	Blauer Streetgear SS shirt #8713 in Brown/ Navy/ Tan, Poly/Cotton
\$	Blauer Streetgear LS shirt #8703 in Brown/ Navy/ Tan, Poly/Cotton
\$	Blauer Streetgear LS shirt #8900 in Brown/Navy/Tan, Rayon Blend
\$	Blauer Streetgear SS shirt #8910 in Brown/Navy/Tan, Rayon Blend
\$	Blauer Streetgear 8810 pants in Brown/ Navy, Poly/Cotton
\$ no bid	Blauer Streetgear 8980 pants in Brown/ Navy, Rayon Blend
\$ 43.00	Perfection Matrix SS Shirt 1825DN 1825BN 1825ST Poly/Cotton
\$ 45.50	Perfection Matrix LS Shirt 1525DN 1525BN 1525ST Poly/Cotton
\$ 59.00	Perfection Stratus SS Shirt 3345DN 3325DB 3325ST Poly/Rayon
\$ 64.00	Perfection Stratus LS Shirt 3045DN 3025DB 3025ST Poly/Rayon
\$ 54.00	Perfection Matrix Pants 1775DN 1775BN 1775ST Poly/Cotton

**TOTAL FOR UNIFORM CATEGORY \$ 1368.95**

**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

Amount	Police Leather:
\$ 68.00	Safariland 87V duty belt in High Gloss w/buckle (silver or gold)
\$ 20.00	Inner velcro garrison belt in High Gloss
\$ 22.00	Stallion OTCC "open top cuff case" w/black snap in High Gloss
\$ 3.00	2 snap belt keepers (silver or gold) in High Gloss
\$ 10.50	Latex surgical glove pouch #33-9V in High Gloss
\$ 40.00	Double snap magazine pouch ( hidden, silver or gold) in High Gloss
\$ 21.00	Closed top carrier STN-3 for Stinger flashlight in High Gloss (Boston Leather)
\$ 21.00	Boston Leather 5487 (5") portable radio carrier in High Gloss / Nylon
\$ 135.00	Safariland SS-III Safety Holster #070 in High Gloss/ STX
\$ 128.00	Safariland 6360 SLS/ALS Holster in High Gloss/ STX <span style="float: right;">STX \$100.00</span>
\$ 105.00	Safariland Top Gun Model #200 in High Gloss
\$	
\$	
\$	
\$	
\$	
\$	
	<b>Nylon Duty Gear:</b>
\$ 24.50	Bianchi Patrol Tec duty belt
\$ 15.00	Bianchi Patrol Tec inner belt
\$ 8.00	Bianchi Patrol Tec 2 snap keepers 4 pack
\$ 21.00	Bianchi Patrol Tec double snap magazine pouch (vertical or horizontal)
\$ 12.50	Bianchi Patrol Tec top flap cuff case
\$ 12.50	Bianchi Patrol Tec open top cuff case
\$ 12.50	Bianchi Patrol Tec pepper spray holder (MKIII)
\$ 12.50	Bianchi Patrol Tec pepper spray holder (MKIV)
\$ 12.50	Bianchi Patrol Tec Stinger flashlight holder (closed top)
\$ 12.50	Bianchi Patrol Tec Stinger flashlight holder (open top)
\$ 12.50	Bianchi Patrol Tec ASP baton holder
\$	
\$	
\$	
\$	

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 729.50

**BADGE CATEGORY**

**Blackinton is the only badge we will accept in this category. No substitutes here please.**

Amount	Badges:
\$	Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener.
\$	Same as above but in HiGlow finish
\$	Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County")
\$	Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out in HiGlow finish
\$	Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" on lower panel)
\$	Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back (Specify "Lieutenant" or "Detective" on upper panel)
\$	Tie Bar #A3271 w/ deputy badge in either gold or silver color finish
\$	Namebar #A2450 in Rhodium finish
\$	Same as above but in HiGlow finish
\$	"Serving Since" bar #1693 in gold or silver finish
\$	Lt. Bars "small" # A1973HG
\$ 14.00	Badge Cases for B879 Boston Leather 100 Series
\$ 14.00	Badge Cases for B1004 " "
\$ 14.00	Badge Cases for B1277 " "

**TOTAL FOR THE BADGE CATEGORY: \$ 42.00**

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

<b>Amount</b>	<b>Body Armor:</b>
\$	Protective Products International Body Armor Centennial Model w/soft trama insert & additional carrier
\$	Replacement Carrier (Brown/ Navy) for the above listed vest
\$	
\$	

OR,

**If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.**

**Valley Operational Wear (Op Wear)**

**Level II Legends Series with 2 B- Cool carriers and 5x8 Soft Trauma insert \$550.00**

**Additional B- Cool Carrier \$135.00**

**SUB TOTAL FOR POLICE BODY ARMOR                      \$ 685.00**

**MISCELLANEOUS POLICE EQUIPMENT CATEGORY**

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Wick must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

<b>Amount</b>	<b>Miscellaneous Police Equipment:</b>
\$ 34.00	Hiatt Chain Handcuffs in Colors
\$ 33.00	ASP Tactical Chain Handcuffs in Black
\$ 38.00	ASP Tactical Chain Handcuffs in Colors
\$ 25.00	Peerless PSN handcuffs #4710
\$ 107.00	Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy
\$ 30.00	Replacement Model 900 face shield #FS2
\$ 24.00	Replacement interior liner & sizing kit for Premier 900 ILK1
\$ 25.00	Saunders Aluminum Report Writing Board – A-Holder #10017
\$ 21.00	Saunders Aluminum Ticket Writing Board #10006
\$ 8.50	Barrier tape (1000' roll) "Sheriff's line do not cross"
\$ no bid	Red Flares w/spikes #2730-30 minute (per gross)
\$ 24.25	Blauer breakaway traffic vest #339S W/SHERIFF (Alternate item, Premier Ansi L2 "SHERIFF")
\$ 65.00	ASP Expandable Baton Model #F-21-B
\$ 70.00	ASP Expandable Baton Model #F-26-B
\$ 25.00	NIK Narcotics Test Kit "G" #6077
\$ 25.00	NIK Narcotics Test Kit "E" #6075
\$ 120.00	Streamlight SL-20x with DC & AC charger
\$ 36.00	Streamlight Ni-Cad Battery stick for SL-20x
\$ 13.00	Streamlight replacement bulb/lamp module for SL-20x
\$ 11.50	Streamlight SL-20x Charger Sleeve both AC and DC
\$ 91.00	Streamlight Stinger flashlight AC75001
\$ 9.00	Streamlight Stinger replacement bulbs
\$ 11.50	Streamlight Stinger replacement switch
\$ 16.00	Streamlight Stinger replacement battery
\$ 16.00	Streamlight Stinger Charger both AC and DC
\$ 4.00	Disposable Emergency Blanket
\$	
\$	
\$	
\$	
\$	
\$	
\$	

**MISCELLANEOUS POLICE EQUIPMENT CONTINUED:**

\$ 38.00	Red/Blue Gun training aids (Glock .40 - Gov.45 - S&W.45)
\$ 14.00	Ear Protection #90561 Earmuff style
\$ 4.00	Shooting safety glasses
\$ 8.00	Outer's firearms target ¾" pasters (20 roll carton) per roll of 1000
\$ 77.00	Realistic targets
\$ 120.00	Flex-Cuf's per order of 100 (#5010)
\$ no bid	Taser X26 weapon black w/Yellow
\$ no bid	Replacement cartridge for X26 taser (15 feet)
\$ no bid	Replacement cartridge for X26 taser (XP-25 feet)
\$ no bid	Taser digital power magazine (DPM) for X26 taser
\$ no bid	Blade-Tech X26 taser holster #44952
\$ 40.00	Blackhawk Serpa Holster for TASER X26
\$ 40.00	Blackhawk CQC Serpa Holster w/Belt loop and Paddle
\$ 40.00	Uncle Mike's Tac Bag #5249-1
\$ 48.00	Hatch Gloves SOG HK300 in black
\$ 22.00	Damascus Knee Pads #DKP-1 Hatch XTAK 100
\$ 16.00	Damascus Elbow Pads #DEP-1 Hatch XTAK 150
\$ 355.00	Ballistic Helmet, Level 3 in Black
\$ 68.00	ESS NVG Goggles in Black
\$ 44.00	ESS ICE 2.4 Glasses ANSI Z87 and OSHA approved
\$ 120.00	Corrections Head to Knee Riot Shield w/SHERIFF
\$ 115.00	Corrections Shin Guards in Black
\$ 65.00	Corrections Open Finger Padded Tactical Gloves in Black
\$ 250.00	Corrections Upper Body protection system in Black w/ groin & tailbone protection.
\$ 50.00	Camelbak Sabre in Black

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 2416.75



Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

**Galls Incorporated**

Attn: Tyler Stewart  
2680 Palumbo Drive  
Lexington, Kentucky 40509

**10-8 Outfitters**

Attn: Stephen Stewart  
1206 Towanda Plaza Suite 1  
Bloomington, Illinois 61701

**Ray O'Herron Co. Inc**

Attn: Bids/Contracts  
3549 N. Vermilion  
P.O. Box 1070  
Danville, Illinois 61834-1070

## RESOLUTION OF CONGRATULATIONS

**WHEREAS,** the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Central Catholic High School varsity boys' football team during the 2008 football season; and,

**WHEREAS,** the Central Catholic High School varsity boys' football team finished the 2008 season with an overall record of 14 wins and 0 losses; and,

**WHEREAS,** the Central Catholic High School varsity boys' football team won the IHSA Class 4A State Championship, with a 37-28 victory over Aurora Christian; and,

**WHEREAS,** Central Catholic High School made history by becoming the first school to win IHSA football championships in four different classes, with the 2008 team joining Saints state title teams from 1982 (Class 1A), 1987 (Class 2A) and 1994 (Class 3A); and,

**WHEREAS,** it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Bobby Moews; Assistant Coaches Bob Crawford; Bud Conklin; Isy Hoomanawanui; Jim Malinowski; Mike Moews; and Mark Parker; and Team Members Adam Rebholz, Joe Ring, Dylan Johnson, Kendall Cox, Brendan McCracken, Sean Stokes, Dan Curran, Blake Rave, Ben Heaton, David Murray, Alex Ludwig, Connor Kirkwood, Jack Wombacher, Jay Dachauer, James Hinderks, Jared Kelch, Dornonique Hilt, Taylor Jewett, Chris Stolfa, Kevin Rollins, Dominic Henson, Duncan Brady, Robby Seidl, Joe Wemlinger, Jesse Heaton, Baine Rave, Josiah Zehr, Andrew Holt, Robbie McNeil, Nick Jordon, Brad Connor, Will Waldron, Michael Bleichner, Brendan Quinn, Nathan Yelton, Drake Griffin, Gus Hozie, Sam Eledge, Austin Sherwood, Alex Miller, Mike Kistner, Sean Gibbens, Matt Klepec, Connor Highland, Casey Chandler, Chris Highland, Dan Lancaster, Ben McAllister, Drew Talkington, Adam McIntosh, and Kevin Knierly; now, therefore,

**BE IT RESOLVED** by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity boys' football team are to be congratulated on winning the ISHA Class 4A State Championship and on an outstanding 2008 season.

**APPROVED** by the McLean County Board this 20<sup>th</sup> day of January, 2009.

**ATTEST:**

**APPROVED:**

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

Matt Sorensen, Chairman  
McLean County Board

## RESOLUTION OF CONGRATULATIONS

**WHEREAS,** the McLean County Board wishes to recognize the outstanding performance of Kelly Curran, a member of the Central Catholic High School 2008 Girls' Cross Country team; and,

**WHEREAS,** Kelly Curran placed first in the 2008 Intercity Girls Cross Country Meet and was the Individual Champion at the University High School 2008 Invitational; and,

**WHEREAS,** during the 2008 Regional Girls' Cross Country Meet, Kelly Curran placed first with a time of 18:36; during the 2008 Sectional Girls' Cross Country Meet, Kelly Curran placed first with a winning time of 18:08; and,

**WHEREAS,** at the 2008 Illinois High School Association Class 1A State Girls' Cross Country Meet, Kelly Curran became the Illinois High School State 1A Cross Country Champion with a winning time of 17:27; now therefore,

**BE IT RESOLVED** by the members of the McLean County Board, now meeting in regular session, that we congratulate Kelly Curran on her outstanding 2008 Cross Country season and for winning the 2008 Illinois High School Class 1A Girls' Cross Country Championship meet, and further wish her best in the future; and,

**BE IT FURTHER RESOLVED,** that a suitable copy of this Resolution be presented to Kelly Curran and the Central Catholic Saints Girls' Cross Country Team.

**ADOPTED** by the McLean County Board this 20<sup>th</sup> day of January, 2009.

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

EXECUTIVE COMMITTEE

Member Owens presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2008  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, County Board Department 0001

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001, Legislation and Policy Program 0001; and,

WHEREAS, the annual operating budget for the County Board includes revenues and expenditures for the ShowBus Rural Public Transportation grant; and,

WHEREAS, in fiscal year 2008, the County has received more grant funding for the ShowBus Rural Public Transportation grant than originally budgeted in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is appropriate to recognize in the County Board departmental budget the additional revenues received and the additional expenses incurred; and,

WHEREAS, the Executive Committee, at a regular meeting on Tuesday, January 13, 2009, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the County Board, Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0404.0050 State of Illinois – ShowBus Grant	\$ 0.00	\$ 335,429.36	\$ 335,429.36
County Board Department 0001 0001-0001-0001-0407.0050 State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 190,438.52	\$ 290,438.52

(2)

(2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001, Legislation and Policy Program 0001 the following appropriations:

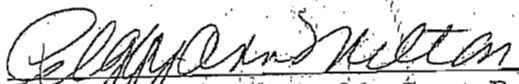
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0777.0006 State of Illinois - ShowBus Grant	\$ 100,000.00	\$ 525,867.87	\$ 625,867.87

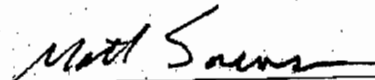
(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County this 20<sup>th</sup> day of January, 2009.

ATTEST:

APPROVED:

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

  
 \_\_\_\_\_  
 Matt Sorensen, Chairman  
 McLean County Board

Members Owens/Cavallini moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, County Board Department 0001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report can be found on pages 106-31.

## Minutes of the Executive Committee Meeting

The Executive Committee of the McLean County Board met on Tuesday, January 13, 2009, at 4:30 p.m. in Room 400, Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Sorensen, Members Owens, Gordon, Hoselton, Renner, Segobiano, Nuckolls, and Butler

Members Absent: Member Bostic

Other Members Present: None

Staff Present: Mr. John Zeunik, County Administrator; Mr. Terry Lindberg, Assistant County Administrator; Mr. Bill Wasson, Director, Administrative Services; Ms. Jude LaCasse, Assistant to the County Administrator

Department Heads/  
Elected Officials Present: None

Others Present: None

Chairman Sorensen called the meeting to order at 4:33 p.m.

Chairman Sorensen presented the minutes from the December 9, 2008 Executive Committee Meeting. Hearing no corrections to those minutes, Chairman Sorensen advised that the minutes would stand approved as presented.

Chairman Sorensen presented the Reappointments, Appointments and Resignations.

Motion by Segobiano/Renner to Recommend Approval of the Reappointments, Appointments and Resignations as recommended by the Chairman.

Motion carried.

Chairman Sorensen presented a request for approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, County Board Department 0001. He explained that the County has received more grant funding for the SHOWBUS Rural Public Transportation grant than was originally budgeted in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance.

Motion by Hoselton/Owens to Recommend Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, County Board Department 0001.  
Motion carried.

Chairman Sorensen presented a request for approval of a Resolution of Congratulations for the Central Catholic High School Football Team and approval of a Resolution of Congratulations for Ms. Kelly Curran, a member of Central Catholic High School Girls' Cross Country Team.

Motion by Segobiano/Owens to Recommend Approval of a Resolution of Congratulations for the Central Catholic High School Football Team, and to Recommend Approval of a Resolution of Congratulations for Ms. Kelly Curran, a member of the Central Catholic High School Girls' Cross Country Team.  
Motion carried.

Ms. Diane Bostic, Chairman, Property Committee, was unable to attend the meeting. Chairman Sorensen reported that the Property Committee brings no items for action to the Executive Committee.

Mr. Stan Hoselton, Chairman, Transportation Committee, presented a request for approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0120, McLean County Highway Department 0055. He explained that the diesel and gas fuel costs exceeded the Highway Department budget. This amendment will increase the amount to \$310,000.00.

Motion by Hoselton/Segobiano to recommend approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0120, McLean County Highway Department 0055.

Mr. Segobiano asked if there is a formula to determine the fluctuation of gas prices to try to avoid these types of Emergency Appropriations. Mr. Hoselton replied that \$325,000.00 was adopted in the budget, and the addition is \$87,000.00 for a total of \$412,000.00. Mr. Zeunik indicated that when the Fiscal Year 2009 budget was prepared, the price of fuel was very high. Therefore, the 2009 budget for fuel reflects the price of gas when it was high. Mr. Zeunik stated that, at that time, the departments and offices were conservative in their estimate of fuel costs because they did not anticipate that the price of fuel would go below \$2.00 as it has done. He noted that the price of fuel has spiked again.

Mr. Zeunik indicated that the Highway Department has the advantage of purchasing their fuel in bulk as they have storage tanks to store diesel and gas fuel. He added that the County has an agreement with the City of Bloomington for other County departments to refuel at Bloomington's Public Works facility at a discounted price. Mr. Zeunik advised that there is no ultimate formula to predict the fluctuations in the price of fuel.

Mr. Segobiano stated that, as the fuel prices fluctuate and as the economy continues to decline, some County departments may experience savings and another department may request that savings. He pointed out that the tax anticipated revenue will not be the same this year as we anticipated last year. Therefore, Mr. Segobiano recommended that any savings collected from one department should not be transferred to another department.

Mr. Hoselton advised that the Highway Department has \$430,000.00 set aside to purchase new trucks. He indicated that a decision was made to purchase only two trucks and save the balance for any unforeseen expenses that may occur due to the economy and fuel prices. Mr. Hoselton stated that the Highway Department is diligent in controlling their budget.

Chairman Sorensen called for a vote on the Motion.

Motion carried.

Mr. Hoselton presented a request for approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0122, McLean County Highway Department 0055. He explained that construction expenses exceeded the budget. The funds will come out of the Bridge Matching Fund and will be an additional \$115,000.00.



Motion by Hoselton/Segobiano to recommend approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0122, McLean County Highway Department 0055.

Motion carried.

Mr. Hoselton advised that there are a number of items that will be presented at the Board.

Chairman Sorensen asked if there were any questions or comments. Hearing none, he thanked Mr. Hoselton.

Mr. Ben Owens, Chairman, Finance Committee, reported that the Finance Committee brings no items for action to the Executive Committee. He indicated that there are several items to be presented to the Board, including a settlement from the explosion and fire claim at the Law and Justice Center that happened on June 15, 2003. Mr. Owens noted that outside counsel, Mr. Robert Neiryck, Costigan and Wollrab, did a wonderful job in mediation for the County.

Mr. Nuckolls requested an opportunity to discuss the request from the Recorder's Office to offer a salary above the starting maximum salary permitted under the County's Personnel Ordinance. He expressed concern that this request came so quickly after the Fiscal Year 2009 Budget was approved.

Chairman Sorensen advised that Mr. Nuckolls' concern is a very legitimate topic to discuss. He noted that he attended the Finance Committee meeting to make a quorum and is aware of the lengthy discussion that occurred regarding this request. Chairman Sorensen asked Mr. Owens to update the Executive Committee on the discussion that took place at the Finance Committee Meeting.

There was a brief discussion on whether or not it was necessary to go into Executive Session. It was determined that as long as the discussion centered on the position and the basis for the request, the Committee could stay in Open Session.

Mr. Owens stated that this request was discussed, at length, at the Finance Committee in Executive Session. He recommended that the minutes of the Executive Session be included in the Board Packet envelopes under a "Confidential" notice.

Mr. Owens indicated that Finance Committee members expressed the same concern as Mr. Nuckolls, namely that this request was being made so soon after the FY'2009 Budget was adopted. He stated that Mr. Newcom responded that there was a misunderstanding between him and the Administrator's Office during their budget meetings. Mr. Owens recalled that, at budget time, a Committee member questioned why the Recorder's Chief Deputy salary was going down. The response was that the salary went down because there would be a new Chief Deputy. Mr. Owens recalled that another Committee member followed that up with the question on what would happen if the current Chief Deputy lost the election. The response, made by Mr. Newcom, is that there would be a new Chief Deputy regardless of the outcome of the election. Mr. Owens noted that the budget was approved with the understanding that the Chief Deputy salary would go down. Mr. Owens stated that, after the FY'2009 Budget was adopted by the Board in November, Mr. Newcom advised that he intended the salary to start at the same starting salary as the former Chief Deputy and that a misunderstanding had occurred. Mr. Owens indicated that this misunderstanding was the rationale for this request.

Mr. Segobiano remarked that McLean County Government would not be in the positive shape that it is without Mr. Zeunik and his administrative staff. However, he indicated that he finds it inconceivable that every time someone new is hired, there is an attitude that the new person must be better than the person that left and needs to make more money. Mr. Segobiano asserted that he does not believe that new employees, without County government experience, deserve a higher salary than the employees who leave.

Mr. Owens agreed with Mr. Segobiano. He advised that he had to ask twice for a vote on the motion. Mr. Owens pointed out that Mr. Newcom did not post the position. Mr. Owens indicated that there was a position open in the Building and Zoning Office that was posted at less than \$30,000.00. There were more than 85 applicants, with many of them having four-year Bachelor degrees and some with Master's degrees. Mr. Owens added that Mr. Newcom's rationale is that six months ago the economy was stronger and it would have been difficult to find a qualified applicant at \$34,000.00. Mr. Segobiano noted that there are a lot of qualified people who are looking for jobs that would be glad to make \$34,000.00.

Mr. Hoselton recommended that procedures be placed in the Personnel Code regarding County hiring practices, including a rule that all jobs be posted.

Chairman Sorensen advised that the Committee should have specific facts regarding the request, as follows:

- This individual is not being hired for more money than the incumbent who left. Rather, Mr. Newcom is hiring the new Chief Deputy at the same comparable rate that the previous Chief Deputy started at four years ago.
- This request has no budget implications.

Mr. Nuckolls asserted that, whether or not there is a budget implication, this sets a dangerous precedent.

Mr. Segobiano stated that it appears that there is no longer an entry level salary for someone just coming into County Government. He noted that salaries seem to be based on what someone else is making. Mr. Segobiano concluded that, in the future, this will have implications on the budget as the salary continues to increase.

Mr. Gordon responded to Mr. Nuckolls comment that this is setting a dangerous precedent. Mr. Gordon noted that it may be dangerous, but he does not believe it is a precedent as it has happened in the past.

Mr. Gordon expressed concern about hiring someone with no experience at a higher salary.

Mr. Zeunik provided additional facts and history on the situation. He stated that, in May of 2008, Mr. Newcom came to the Finance Committee to request approval of a succession plan in anticipation of the Chief Deputy leaving. The succession plan included offering the Chief Deputy position to an employee, who had been working in the office. In May, Mr. Newcom asked the Finance Committee to authorize his succession plan and move the individual to a higher step in the salary range for an Office Support Specialist level. The increase to a higher step in the range recognized that the employee would be assuming additional responsibilities and training to take over as Chief Deputy. Mr. Zeunik stated that, beginning in May 2008, this individual was considered the Chief Deputy designate. He noted that the Finance Committee and the Board approved this request.

Mr. Zeunik stated that when the Administrator's Office met with Mr. Newcom during the budget discussions, one of the issues of importance to Mr. Newcom was moving positions out of the Recorder's Document Storage Fund and into the General Fund, including funding 100% of the Chief Deputy in the General Fund. When Mr. Newcom asked for the increase four years ago for the initial Chief Deputy, the funding was allocated between the General Fund and the Document Storage Fund. In 2009, 100% of the salary for the Chief Deputy position is back in the General Fund. Mr. Zeunik stated that there was clearly a difference from the former Chief Deputy's salary and the FY'2009 salary for the Chief Deputy.

Mr. Zeunik added that it was not corrected during the budget discussion. When the Finance Committee met to review the Recorder's budget, a member of the Committee pointed out to Mr. Newcom the significant difference in salary. Mr. Zeunik pointed out that, at that time, Mr. Newcom did not indicate that it was a mistake that needed to be corrected. It was only after the budget had been approved that Mr. Newcom sent in a Payroll Change form proposing that the individual be at the higher salary. Mr. Zeunik indicated that he explained to Mr. Newcom that the salary cannot be changed because the Board approved the salary in the budget. He noted that he advised Mr. Newcom that he would need to go back to the Finance Committee for approval to move the person to a higher step. Mr. Zeunik stated that the budget implications for 2009, in the Recorder's Office, are neutral. He clarified that the reason there is no impact is because a senior employee in the office is planning to retire this month and will be replaced with an employee who will start at Step 1. Another employee transferred out of the Recorder's Office to a position in another County Office. Mr. Zeunik stated that the individual taking that position will come in at Step 1. He advised that, when you look at the movement in that office from the time the 2009 budget was prepared to where the salaries will be when these changes are made, the funding is available. As such, a budget amendment is not necessary. This is simply an authorization to allow Mr. Newcom to pay this employee an hourly rate that exceeds what is authorized under the County Board's Personnel Ordinance.

Mr. Gordon expressed concern that the position was not posted. He asked if posting positions is a policy and is there an exception to the rule when these types of requests are made. Chairman Sorensen replied that any job in an elected official's office can be filled at will by the elected official. He added that the Board recommends that positions be posted, but elected officials cannot be forced to follow the hiring policies.

Mr. Gordon expressed additional concern that this discussion may be "skating on the edge" of needing to be in Executive Session. Chairman Sorensen replied that the official action of the Board will be public next week.

Mr. Segobiano commented that Mr. Zeunik is completely knowledgeable about the budget and that his explanation of the situation was perfectly clear. He noted that the Board votes on the budget as it is prepared and presented by Mr. Zeunik. Mr. Segobiano expressed concern with the "gamesmanship" played by elected officials when they pronounce that they are exempt from following the personnel code. He cautioned the Executive Committee not to "buy into" that gamesmanship.

Mr. Owens stated that the Committee in May discussed this request at length. He indicated that one member of the Finance Committee who was very vocal at that time was unable to attend the meeting last week. Mr. Owens added that two other members of the Committee were absent as well. He questioned whether the outcome of the vote would have been different had they attended the meeting.

Mr. Owens reiterated his request that the Executive Session minutes be included in the Board Packet envelope under a "Confidential" notice.

Mr. Nuckolls stated that, based on the previous meetings about this position, he is surprised that the Finance Committee approved the request. He indicated he would be curious to know what some of the absent Committee members would feel about this vote. Mr. Nuckolls suggested that the Board recommend that this issue be sent back to the Committee for further discussion.

Chairman Sorensen shared his perspective of the meeting. He stated that, as onerous as this issue is and as offensive as the request was to him as a former member of the Finance Committee, in the end, he reconciled himself to the fact that the elected officials voluntarily submit themselves and their departments to the County's policies. Chairman Sorensen advised that he was not interested in creating a scenario where the Recorder would declare internal control and submit payroll change forms to the Treasurer over the objection of the County Board. He indicated that the Treasurer is then in a situation where she has to say "no" because she chooses to honor the policies of the Board. This creates a level of debate between two elected officials that will result in the Treasurer going to the Finance Committee seeking direction or authority to go ahead and honor the Recorder's request.

Chairman Sorensen indicated that he does not completely understand the premise of internal control. He stated that, at some point, the Board may test that idea. Chairman Sorensen advised that it may be wiser to test that theory when an elected official is asking for more money.

Mr. Segobiano recommended that the County Board address the issue of elected officials taking advantage of their positions.

Chairman Sorensen asked if there were any further questions or observations. Hearing none, he thanked Mr. Owens.

Mr. Tari Renner, Chairman, Justice Committee, presented a request for approval to accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00 in the Sheriff's Department.

Motion by Renner/Segobiano to Recommend Approval to Accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00 in the Sheriff's Department.  
Motion carried.

Mr. Renner presented a request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal year 2008 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Sheriff's Department 0029. He explained that these emergency funds are to be used to cover the expense incurred in fiscal year 2008 to house inmates out of County.

Motion by Renner/Gordon to Recommend Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance - General Fund 0001, Sheriff's Department 0029.  
Motion carried.

Mr. Renner advised that the Redeploy Grant that was pulled last month will be considered at a Justice Committee Stand-Up meeting prior to the Board meeting on Tuesday, January 20<sup>th</sup>.

Chairman Sorensen asked if there were any questions or comments. Hearing none, he thanked Mr. Renner.

Mr. George Gordon, Chairman, Land Use and Development Committee, reported that the Land Use and Development Committee brings no items for action to the Executive Committee.

Chairman Sorensen asked if there were any questions. Hearing none, he thanked Mr. Gordon.

Mr. John Zeunik, County Administrator, announced that, based on the response received from Board members, the Board Orientation Workshop will be scheduled following the County Board Meeting on February 17<sup>th</sup>. Chairman Sorensen noted that the Gravel Pit Zoning Case will be presented at that Board meeting as well.

Minutes of the Executive Committee  
January 13, 2009  
Page Nine

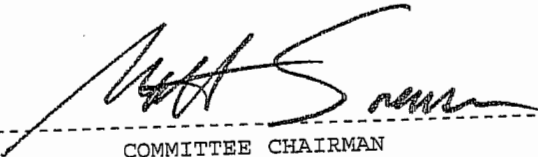
Chairman Sorensen presented the December 31, 2008 bills as recommended and transmitted by the County Auditor for payment. The Pending Total is \$32.13 and the Prepaid Total is \$261,374.34 for a Fund Total of \$261,406.47.

DATE 1/13/09  
TIME 8:28:28  
Executive Committee

FINANCIAL SYSTEM  
MCLEAN COUNTY BOARD COMMITTEE REPORT  
AS OF 12/31/2008  
EXPENDITURE SUMMARY BY FUND

COMREPR  
AUD9

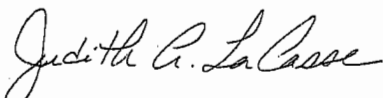
FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0001	GENERAL FUND	\$28.64	\$238,172.85	\$238,201.49
0136	VETERANS ASSISTANCE COMM.	\$3.49	\$9,701.49	\$9,704.98
0159	WASTE MANAGEMENT FUND		\$13,500.00	\$13,500.00
COMMITTEE REPORT TOTALS		\$32.13	\$261,374.34	\$261,406.47

  
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COMMITTEE CHAIRMAN

Motion by Owens/Butler to recommend approval of the Executive Committee bills for December 31, 2008 as presented to the Committee by the County Auditor.  
Motion carried.

There being no further business to come before the Committee, the meeting was adjourned at 5:14 p.m.

Respectfully Submitted,

  
Judith A. LaCasse  
Recording Secretary

## Minutes of a Special Meeting of the Executive Committee

The Executive Committee of the McLean County Board met on Tuesday, December 16, 2008, at 8:55 a.m. in Room 400 of the Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Sorensen, Members Owens, Bostic, Gordon, Hoselton, Renner, Segobiano, Nuckolls, and Butler

Members Absent: None

Other Members Present: None

Staff Present: Mr. John Zeunik, County Administrator; Mr. Terry Lindberg, Assistant County Administrator; Ms. Jude LaCasse, Recording Secretary

Department Heads/  
Elected Officials Present: None

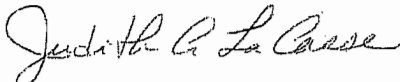
Chairman Sorensen called the meeting to order at 8:55 a.m. Chairman Sorensen asked Justice Committee Chairman Renner to present this item.

Mr. Renner indicated that the contract for the Redeploy Illinois Grant, which was to be considered at the Stand-up meeting, will be pulled from the Board Agenda as the contract was not received.

Ms. Lori McCormick, Director, Court Services, stated that the Illinois Department of Human Services has not forwarded the contracts to Court Service due to difficulties in Springfield at this time. She indicated that the Department of Human Services informed her that all contracts are being reviewed.

Chairman Sorensen asked if there was any other business or communication for the Executive Committee. Hearing none, the meeting was adjourned at 8:58 a.m.

Respectfully submitted,



Ms. Judith A. LaCasse  
Recording Secretary

E:\Ann\Minutes\Executive\_\_su.December.2008



# Abraham Lincoln Bicentennial Commission of McLean County: Report of 2008-09 Events and Activities

February 12, 2009 marks the 200th anniversary of Abraham Lincoln's birth.

The *Abraham Lincoln Bicentennial Commission of McLean County* was established by the County of McLean, the City of Bloomington and the Town of Normal to coordinate local activities celebrating the 200<sup>th</sup> anniversary and honoring Lincoln's connections to McLean County.

Commission members include community residents, scholars, and representatives of local organizations, including the David Davis Mansion State Historic Site and the McLean County Museum of History. Faculty and staff from Illinois State and Illinois Wesleyan Universities, Heartland Community College and Lincoln College in Normal are also commission members. One of our commission members serves on the state Lincoln Bicentennial Commission, and another is a member of the national bicentennial commission.

The following events and activities have been endorsed or supported by the Commission in cooperation with other local entities to date.

## *McLean County Reads: Edna Greene Medford*

*November 8 – 9, 2007*

Renowned scholar and author Edna Greene Medford helped kick off the McLean County Reads Initiative. She spoke to students at Heartland Community College and was interviewed at the David Davis Mansion by WILL-TV, then led an engaging discussion about race in Lincoln's time and our own during her public lecture at Wayman AME Church in Bloomington. The following day, Dr. Medford was guest speaker for a State Farm "Lunch & Learn" session for employees, and for a diversity class at Illinois State University.

## *American Dream Concert 2008*

The Commission enthusiastically endorsed and helped promote the American Dream concert presented February 13 at the Bloomington Center for the Performing Arts by the Illinois Symphony Orchestra. The program of inspiring music and narration commemorating the 1908 race riot in Springfield (this event had a direct connection to Bloomington) was powerful and very well received. The event marked the centennial observance of the founding of the NAACP.

## *Lincoln and Slavery: 2008*

Author James Oakes was invited to make several local presentations on Lincoln and Slavery April 10 and 11. Plans included a morning address at Illinois Wesleyan University, a State Farm "Lunch & Learn" session, and a public address at the McLean County Museum of History on the 10<sup>th</sup>. On the 11<sup>th</sup>, he was set to make a stop at Illinois State University. Unfortunately, two different flights were cancelled, so Dr. Oakes was unable to get to B-N. Commission member Roger Bridges filled in for the State Farm audience, and Commission Member Guy Fraker stepped in to regale the audience at the Museum with stories about Lincoln based on his own research. We hope to be able to welcome Dr. Oakes to McLean County in April 2009.

## *Speakers and Special Programs:*

Numerous special programs and speakers helped highlight the Bicentennial during 2008 through collaboration with the Bloomington Public Library, the McLean County Museum of History, Bloomington and Normal Parks & Recreation Departments, and the David Davis Mansion Foundation. These events were all open to the public at no charge. The list included:

**Book Discussion – *The Radical and the Republican: Frederick Douglass, Abraham Lincoln, and the Triumph of Antislavery Politics*, by James Oakes** **January 22, 2008**

Bloomington Public Library hosted a book discussion in advance of the Commission's planned appearance by James Oakes.

**Legacy of Lincoln**

**February 23, 2008**

Bloomington Parks & Recreation hosted an afternoon of activities at the Miller Park Pavilion. The event included a short play featuring Abraham and Mary Lincoln, period music and dance, historical interpreters, a storyteller, and displays by the David Davis Mansion State Historic Site and the McLean County Museum of History.

**American Girl Luncheon**

**May 3, 2008**

Bloomington Parks & Recreation hosted a special event for parents and children aged 4 -12 featuring the American Girl doll, Addy, from the Lincoln Era. Lincoln-themed crafts, along with games from that time period and trivia were played. One lucky winner took an Addy doll home as a prize.

**"Abraham Lincoln: Self-Made in America" mobile museum exhibit**

**June 21, 2008**

The mobile museum exhibit developed by the Abraham Lincoln Presidential Library and Museum in Springfield was open to the public at State Farm headquarters as part of the 12<sup>th</sup> Annual Glorious Garden Walk hosted by the David Davis Mansion State Historic Site and Chestnut Health Systems.

**Normal Parks and Recreation Lincoln concert by the 33<sup>rd</sup> Illinois Volunteer Regiment Band and storytelling by Dr. Mike Lockett at the new Connie J. Link Amphitheatre** **July 13, 2008**

**"Lincoln Tales Tall and True"**

**July 22, 2008**

Acclaimed storyteller Brian "Fox" Ellis gave two performances at Bloomington Public Library, sponsored by the McLean County Museum of History through a grant from the Illinois Humanities Council.

**Richard J. Oglesby - Lincoln's Rail-Splitter**

**July 29, 2008**

Author and scholar Mark Plummer (a member of the Commission) discussed Richard J. Oglesby, a three-time Illinois governor and an influential player in the election campaign of 1860, at the McLean County Museum of History.

**"The Role of David Davis in Lincoln's Nomination"**

**September 11, 2008**

Gary Ecelbarger, author of *The Great Comeback: How Abraham Lincoln Beat the Odds to Win the 1860 Republican Nomination*, entertained the audience at the McLean County Museum of History with stories of Lincoln's McLean County connections, and how Judge David Davis and other influential locals played a key role in his successful run for the presidency.

**"A Conversation with Lincoln & Douglas"**

**September 24, 2008**

This fictional conversation presented by reenactors George Buss and Tim Connors recreated historical events in the lives of these two renowned Illinoisans in the months after Lincoln's inauguration as President in 1861. The event was hosted with the David Davis Mansion Foundation at the Historic Normal Theater. The performance was followed by discussion between the two historical figures and local Lincoln scholars and Commission members Scott Rager and Stewart Winger. The discussion was moderated by WJBC's R.C. McBride.

**"Abraham Lincoln's Life in Bloomington"**

**November 11, 2008**

Commission member Guy Fraker presented a lecture on Lincoln's law practice, his relationship with David Davis and other connections to Bloomington at the McLean County Museum of History. Fraker is also a member of the National Lincoln Bicentennial Commission, and is also working on a new book, *The Eighth Judicial Circuit: Lincoln's Ladder to the Presidency*, to be published by Southern Illinois University Press.

### ***Media Promotion of Commission Events and Activities: 2008-2009***

During 2008, two different City Vision segments were taped for airing on local cable TV to promote Commission events and activities, and ICN-5 also taped the Wayside Exhibit Dedication (SEE BELOW) and interviewed participants for a special Focus program. Planning is underway for a 30-second promotional spot to be aired on local cable TV during February 2009 to advertise the "Lincoln's in Town" production, and for interviews with different individuals involved with the show for both a Focus AND a City Vision program.

Local newspapers and radio stations featured stories, photos and interviews with various special guests and Commission members throughout the year and helped generate ongoing public interest in the Lincoln Bicentennial celebration. Special promotional radio ads on WJBC and WGLT, and newspaper display advertising in The Pantagraph and area weekly newspapers published by The Normalite were also used to highlight several events.

### ***Online promotion of Commission events and Activities***

The local Commission's website at [www.mclincoln.org](http://www.mclincoln.org) saw a steady increase in visitors. Commission staff worked with the McLean County Government Information services Department to maintain and update the site.

Other online promotions have been featured on websites for: Bloomington-Normal Area Convention & Visitors Bureau; The David Davis Mansion Foundation; The Illinois Abraham Lincoln Bicentennial Commission; the Looking for Lincoln Heritage Coalition; Downtown Bloomington Association; The McLean County Chamber of Commerce; WGLT-FM; WJBC-AM; and the McLean County Museum of History, as well as the Uptown Normal update.

Town of Normal Newslines – Fall 2008 issue (both print and online) included a feature on ALBC-MC and upcoming events and activities.

### ***Lincoln Courses at Heartland Community College***

***Fall 2008***

Heartland Community College History Instructor Scott Rager taught "The Life and Times of Abraham Lincoln" during the Fall semester. *The Pantagraph* highlighted Rager's course in a feature story that included mentions of planned field trips to Lincoln haunts in Downtown Bloomington and guest speakers that included Guy Fraker. Fraker also presented a Community Education Course on Lincoln at Heartland Community College.

### ***Wayside Exhibits Dedication***

***December 9, 2008***

Commission members Marcia Young and Ruth Cobb coordinated a special event to mark the dedication of the first two Wayside Exhibits installed in Bloomington-Normal at the David Davis Mansion State Historic Site and in Downtown Bloomington. These interactive displays are part of an ongoing initiative to highlight Lincoln's connections to central Illinois communities in the new Abraham Lincoln National Heritage Area. B-N will eventually have 12 of these outdoor exhibits. The dedication event was held in the new Visitor's Center for the Davis Mansion, which is situated right next to the Wayside Exhibit display. Members of the media, the public, special guests, and three groups of area home school children were welcomed by President and Mrs. Lincoln (portrayed by Gary and Carol Simpkins of Heyworth). Featured speakers included: Commission members Greg Koos and Roger Bridges (who researched and wrote the text for the most of the local exhibits); Hal Smith of the Looking For Lincoln Heritage Coalition; and Marcia Young (who helped research and write the material featured on the Davis Mansion Exhibit. The Giesel Family of Gridley entertained with period music on acoustic instruments, and the event concluded with everyone gathering outside in a light winter drizzle to watch as the children demonstrated how to make rubbings on the Exhibit display. President Lincoln graciously assisted the young artists and posed for photographs. Following the dedication event, the TV production crew from local cable channel ICN-5 taped additional interviews for an hour-long segment of the local "Focus" program with Jim Browne. That program aired later in December.

*Speakers' Bureau Activities:*

**Guy Fraker's "Abraham Lincoln and the 8th Judicial Circuit"**

**March 10, 2008**

The Illinois Humanities Council Road Scholars Program and the Sangamon County Genealogical Society Program hosted Guy Fraker for a discussion of the legal career of Abraham Lincoln at the Lincoln Library in Springfield.

**Ruth Cobb's presentation to the joint meeting of the Letitia Green Stevenson Chapter of the Daughters of the American Revolution and the Gen. Joseph Bartholomew Chapter of the Sons of the American Revolution**

**September 18, 2008**

Ruth filled in for Marcia Young and shared an overview of the Commission's activities and upcoming events. The meeting was held at the McLean County Arts Center.

**Ed Carroll's presentation to the B-N Exchange Club**

**December 10, 2008**

Ed described activities and upcoming events being sponsored by both the Illinois Lincoln Bicentennial Commission and our local Commission.

*Upcoming Activities & Events*

**The Lincoln Poems by Dr. Dan Guillory**

**January 29, 2009**

The McLean County Museum of History and the Abraham Lincoln Bicentennial Commission of McLean County will host an evening with Dr. Dan Guillory, who will read his new poetry inspired by Abraham Lincoln. A book signing will follow the program at the McLean County Museum of History.

**Lincoln: Prelude to the Presidency**

**February 9, 2009**

Commission member Guy Fraker served as an advisor for a WILL-TV documentary entitled, "Lincoln: Prelude to the Presidency," that will premiere on Urbana-based public television station February 9. The program explores how Abraham Lincoln's experiences on muddy roads, in homes of friends and in courtrooms on Illinois' Eighth Judicial Circuit shaped the views and honed the skills that guided him when he became president.

**Lincoln's 200th Birthday Celebration @ Pepsi Ice Center**

**February 12, 2009**

Bloomington Parks & Recreation Department will host a public Open Skate event. A chocolate "Lincoln penny" will be given with each paid admission to the open skate.

**"Lincoln's in Town!" – an original play:**

**February 13 – 15, 2009**

Commission member Dan Leifel headed up the committee that selected the script and established the connection with Holiday Spectacular, Inc. to produce the show. The Pantagraph signed on as the major sponsor, and the script was written by Commission member Robert Bray and Nancy Steele Brokaw. The show will premier February 13, 2009 at the Bloomington Center for the Performing Arts, with additional performances February 14 and 15. The cast includes professional local actors as well as many members of the community. Lincoln's local connections and a variety of humorous and pivotal events are highlighted in the play, which is geared to audiences of all ages. The Commission has worked out an agreement with Holiday Spectacular, Inc. to purchase a quantity of tickets at a reduced rate, and to make them available to low-income students in the community.

***Lincoln/Fell/Davis Statuary Group Project: 2009***

McLean County's Lincoln Bicentennial Commission received \$22,000 from the Illinois Bicentennial Commission for this project. Three sculptors were chosen and those candidates submitted small-scale versions of their designs. Additional local fundraising for this project was initiated with a major gifts phase, but put on hold when State of Illinois budget woes threatened to close the David Davis Mansion, along with numerous other state historic sites. The fundraising committee determined it was crucial to support efforts to keep the Mansion open, and that continued fundraising for the statuary project might confuse the public. A public campaign is still planned in 2009.

***8<sup>th</sup> Judicial Circuit Exhibit: 2009***

This project received two grants from the Illinois Bicentennial Commission--one for \$10,000 and another for \$4,000. The B-N Area Convention & Visitors Bureau also awarded an additional \$10,000 grant to the project. Commission members Guy Fraker and Stewart Winger are co-curators for the exhibit, and Susan Hartzold of the McLean County Museum of History is the exhibit designer. Marcia Young of the David Davis Mansion State Historic Site is helping to coordinate the project. The exhibit is planned to be a permanent installation at the Davis Mansion and will highlight the importance of the 8<sup>th</sup> Judicial Circuit and how Lincoln's time as a circuit riding lawyer influenced his future. If funding permits, the Commission plans to create a traveling version of this exhibit, which will circulate throughout the other 16 counties that were at one time or another a part of the original Eighth Judicial Circuit.

***Connections to State and National Lincoln Bicentennial efforts: 2009***

Commission members Guy Fraker and Ed Carroll have also served on the National Bicentennial Commission and the Illinois Bicentennial Commission respectively. Their reports and insights have helped guide McLean County's efforts to present meaningful programs and activities to complement the state and national celebrations of the Lincoln Bicentennial.

**BLOOMINGTON-NORMAL AIRPORT AUTHORITY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
DECEMBER 11, 2008  
4:30 PM**

**I. CALL TO ORDER**

Chairman Harmon called the meeting to order at 4:32 p.m. Commissioners Bock, Quick, Sender, Colee, Allen and Kingman were present. A quorum was acknowledged.

**II. CONSENT AGENDA**

Mr. Harmon requested consideration of the **Consent Agenda**. A motion was made to adopt the items on the **Consent Agenda**. The motion was seconded. Upon a unanimous vote, the motion carried. A copy of the **Consent Agenda** is as follows:

- A. Approval of November Board Meeting Minutes
- B. Approval of Accounts Payable Trial Balance
- C. Approval of November Operations Report

**III. OLD BUSINESS**

**IV. NEW BUSINESS**

- A. **Approve November Financial Statements** – Commissioner Sender inquired as to when the Board would receive an update on the outstanding accounts receivable. Executive Director Olson explained that the policy has been put into place. The smaller accounts have been paid. Staff has engaged Bill Wetzel for his assistance with the larger accounts. Progress is being made, and Carl will have something more formal at the January meeting. Commissioner Sender also inquired as to where the income would come from for the support of the DFW service. Carl explained that this would come from the City of Bloomington, the Town of Normal, and some area businesses. In order to keep things more streamlined, this process will be done on a quarterly basis. The Airport will pay the 3 months upfront and then be reimbursed. Commissioner Allen inquired as to the expenses associated with the entrance signs. Carl explained that these are being converted from neon lights to LED lights. The neon lights are very expensive to repair and have typically had a high failure rate. The transition to the LED lights will be costly up front, but the maintenance will be much less. Mr. Allen also inquired about the November replacement of another water main valve. Carl Olson reported that this work was initiated as a preventive

measure following the September failure of a similar valve in front of the terminal. In this instance, the valve was buried next to the terminal's main entrance and upon excavation we discovered that three of the valve's four main bolts had deteriorated to the point of near failure.

Commissioner Bock made a motion to approve the Financial Statements for November. The motion was seconded by Commissioner Allen and upon a unanimous vote, the motion carried.

- B. Authorize Agreement for Snow Removal Services** – In order to improve the management of snow/ice removal in the rental car parking facilities Airport Staff has agreed to assume this responsibility from the car rental concessionaires. Formerly, one of the concessionaires would privately contract for this service and then bill a percentage of the cost to each car rental company. This practice is no longer effective and has resulted in both operational and administrative problems.

Under the airport's management, Airport Staff expects that these important services will be more effectively administered, with prompter responses, safer pavement surfaces, and lower concessionaire aggravation. For the remainder of this winter season, Staff would like to engage the services of Becker Tree Service from Colfax, Illinois, for this work. Becker has been providing this service to the car rental companies for a number of years and is familiar with airport operations. The cost of this service will be \$80/hour per vehicle (up to two vehicles) plus \$225/ton for salt, which is the same rate charged to the car rental companies. Going forward for future years, Staff expects to put this contract out for competitive bid. Funds to pay for this service will remain out of our operating budget, coming instead from the Airport Authority's Customer Facility Charge (CFC) Program. The CFC program is similar to the Airport Authority's PFC program for airline customers, with the car rental concessionaires assessing a facility fee to their customers and in turn passing this revenue over to the Airport Authority to fund car rental facility operating and maintenance expenses.

Commissioner Colee made a motion to approve the contract with Becker Tree Service as presented above. The motion was seconded by Commissioner Kingman and upon a unanimous vote, the motion carried.

- C. Authorize Extension of Current Labor Agreement** – In 2005 the Board of Commissioners approved a labor agreement with the International Union of Equipment Operators AFL-CIO, Local 649, as representatives for the airport maintenance staff members. The term of this was three years, beginning January 2006 and expiring December 2008. As previously introduced, the purpose for extending the current agreement is to afford time for the completion of the job/salary study and to incorporate this information into negotiations for a new agreement. Following discussions with the union, both parties have agreed to extend the contract for 1 year. The agreement will follow the January 1 CPI increase.

Commissioner Colee made a motion to approve the 1-year extension to the current labor agreement with the International Union of Equipment Operators AFL-CIO, Local 649. The

motion was seconded by Commissioner Allen and upon a unanimous vote the motion carried.

- D. Authorize Amendment to Intergovernmental Agreement with McLean County** – In June of 2005 the Airport Authority executed an intergovernmental agreement with McLean County for a full time Sheriff's Deputy to be stationed at CIRA for general law enforcement purposes. In return the Airport Authority agreed to reimburse the Sheriff's Department for the cost (salary/benefits/cost) of this employee with the funds made available by the TSA. The law enforcement officer is a requirement of the TSA.

This agreement was subsequently amended in November 2005 to extend the term through December 2008 and to increase the level of coverage up to 16 hours/day, thereby increasing the number of full time Deputies to two (2). Similar to the initial agreement, the Airport Authority would use the TSA's law enforcement officer (LEO) grant funds to reimburse the Sheriff's Department cost.

Working with the Sheriff's Department to sustain this vital law enforcement coverage, a new three-year amendment is being proposed which would allow this service to continue. The proposed amendment would keep all of the current terms and provisions and allow for wage adjustments of up to three percent (3%) for each year of the agreement. Staff is very pleased with the presence of the Sheriff at the Airport. Mr. Olson reported that the Sheriff's Department has done an outstanding job, from both a law enforcement and a customer service perspective. At this time, the proposed amendment has been approved by the McLean County Board of Supervisor's Justice Committee and will be presented to the full Board for their approval later this month.

Commissioner Kingman made a motion to authorize the amendment to the Intergovernmental Agreement with McLean County Sheriff's office as presented. The motion was seconded by Commissioner Allen and upon a unanimous vote, the motion carried.

- E. Authorize Amendment to Professional Services Agreement with Crawford, Murphy, and Tilly, Inc.** – In 2006 the Board of Commissioners authorized the execution of a professional services agreement with CMT to provide construction phase services related to Phase I of the perimeter fence project for a not to exceed figure of \$58,700. This work was completed in 2007 and the project is currently undergoing closeout.

The agreement originally projected 84 calendar days of work using 2006 average hourly rates. Subsequently, the project required 103 calendar days and was completed in 2007 using higher average wage rates. As a result, CMT has requested an amendment, which would increase the value of this contract by an additional \$8,700, thereby increasing the not to exceed figure to \$67,400. The IDA has already approved this increase and has requested BNAA concurrence.

Commissioner Allen made a motion to approve the amendment to the Professional Services Agreement with Crawford, Murphy and Tilly, Inc for a new not to exceed amount of



\$67,400 for construction phase services related to Phase I of the perimeter fence project. The motion was seconded by Commissioner Quick and upon a unanimous vote, the motion carried.

- F. **Authorize Execution of Participation Agreement with IDA** – Commissioner Sender made a motion to authorize execution of a Participation Agreement with IDA for the structural construction work associated with the new joint use fire station. The motion was seconded by Commissioner Allen and upon a unanimous vote, the motion carried.
- G. **Authorize Execution of Remarketing Agreement with Mesirow Financial** - In 2003 the Airport issued variable rate, general obligation bonds. Per the bond ordinance for this issuance, these bonds bear an interest rate at a weekly rate, which entitle, and in some cases require, the bond owner to tender them for re-purchase by the Airport Authority. The administration of this activity is typically contracted out to a financial services firm, which in turn receives a fee from the Airport Authority.

JPMorgan/Chase is currently performing this work. Given the dynamics taking place within financial firms, and as the Airport experienced earlier this year with this company, Airport Staff anticipates that JPMorgan/Chase will be discontinuing these services to clients our size. In order to prepare for this change, and recognizing the good work Mesirow has done on the Airport's behalf, Staff is requesting that the remarketing work associated with the 2003 bond issuance be assigned to Mesirow Financial, Inc. Discussions with Airport bond counsel have confirmed the fees proposed by Mesirow are comparable to what the Airport is currently paying and also that JPMorgan/Chase is comfortable with BNAA making this change. Mesirow has proposed an annual fee in the amount that is the greater of \$5,000, or, one-eighth of one percent of the average principal amount, plus expenses. With the current balance of \$5.9 million dollars, their base fee for the upcoming year would be \$7,375.

Commissioner Bock made a motion to approve the Remarketing Agreement with Mesirow Financial as presented. The motion was seconded by Commissioner Kingman and upon a unanimous vote, the motion carried.

- H. **Adopt Ordinance No. 137-08, An Ordinance Authorizing a Successor Remarketing Agent for the Bloomington Normal Airport Authority** – This ordinance will make official the prior action by the Board. Commissioner Sender made a motion to approve Ordinance No. 137-08. The motion was seconded by Commissioner Allen and upon a unanimous vote the motion carried.

## V. AIRPORT COMMENTS

- A. **Chairman's Comments** – Considering the airline industry, CIRA is having a reasonably good year. American's service to Chicago is up and DFW service continues to be strong. AirTran and Delta remain strong as well. Happy Holidays to all! Thank you to Staff for all their hard work.

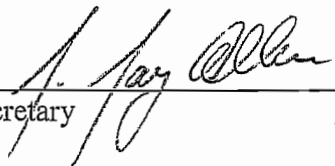
- B. **Board Member Comments** – Commissioner Colee inquired about any new information on the hotel. Executive Olson responded that according to the agreement, they should be providing preliminary plans and specification by the middle of December. They also need to present firm funding commitment by December 31<sup>st</sup>. Commissioner Sender inquired about the resolution for Budget’s counter hours. Carl explained they would not be moving forward with this at this time.
- C. **Director’s Comments** – Carl thanked everyone for coming to the ground breaking for the new fire station.

**VI. COMMENTS FROM AVIATION GROUPS**

- A. **Prairie Aviation Museum** – no one was present from Prairie Aviation Museum.
- B. **EAA** – no one was present from EAA.

**VII. ADJOURNMENT**

There being no other business to come before the Board, upon a motion being made, seconded and approved, the December 11, 2008 meeting of the Bloomington-Normal Airport Authority adjourned at 5:27 p.m.

  
\_\_\_\_\_  
Secretary

01-08-09  
\_\_\_\_\_  
Date

**BLOOMINGTON-NORMAL AIRPORT AUTHORITY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
NOVEMBER 13, 2008  
4:30 PM**

**I. CALL TO ORDER**

Chairman Harmon called the meeting to order at 4:32 p.m. Commissioners Bock, Sender, Colee, Kingman, and Allen were present. A quorum was acknowledged. Commissioner Quick arrived after the meeting started.

**II. CONSENT AGENDA**

Mr. Harmon requested consideration of the **Consent Agenda**. A motion was made to adopt the items on the **Consent Agenda**. The motion was seconded. Upon a unanimous vote, the motion carried. A copy of the **Consent Agenda** is as follows:

- A. Accepted September Audit Committee Meeting Minutes
- B. Approval of October Board Meeting Minutes
- C. Approval of Accounts Payable Trial Balance
- D. Approval of October Operations Report

**III. OLD BUSINESS**

**IV. NEW BUSINESS**

- A. **Approve October Financial Statements** – Revenue for the airlines is down due to landing fees. When the budget was prepared it was based on landing fees that included the Las Vegas service and a third flight for Northwest. Commissioner Sender noted that the revenue for airlines appeared to be less due to the cost for weather observation. Executive Director Olson explained that this cost was associated with a contract with Mobile Weather Team for weather observation from 10 p.m. to 6 a.m., while the tower is closed. Once the automated weather reporting system on the field was operational and certified, Mobile Weather Team's services were no longer needed. The airlines were not using the service therefore the contract was cancelled. The cost was paid for by the airlines. Professional fees are down from last year because there are no ongoing attorney costs associated with a lawsuit. Diane reminded the Commissioners that the bottom line looks healthy at this point, but the Airport is getting ready to go into the most expensive time, winter. Revenue numbers are down

because of the timing of the property taxes. The majority of that money is received in June and September. Commissioner Bock asked the methodology used for determining winter costs. Executive Director Olson explained that Staff looks at the variable cost related to these winter operations, the projected cost of supplies, and the historical costs relative to winter operations. Those costs include products such as diesel/gasoline, sand/salt/chemicals, increased vehicle maintenance, overtime, and contract help. Commissioner Sender asked that a budget year to date be added to the report.

Commissioner Bock made a motion to approve the Financial Statements for October. The motion was seconded by Commissioner Kingman and upon a unanimous vote, the motion carried.

- B. Authorize Renewal of Airport Insurance for CY2009** – Erik Egeland, from Aviation Insurance Services of Illinois, the Airport Authority’s insurance broker, was present to cover the airport’s liability insurance renewal. Erik and his staff put the airport’s insurance out to bid and handle the negotiations on behalf of the airport. The commercial insurance market has been very competitive over the last four years and the airport has benefited from that in lower premiums each year. Despite the turmoil in the financial world this year, airport insurance remains competitive. The airport procures 5 lines of coverage from Aviation Insurance Services. Those coverages are property/physical damage, which includes mobile equipment, airport general liability, public officials liability, business auto, which is physical damage, as well as liability arising out of the use of the auto, and worker’s compensation. The commercial property insurance renewal for 2009 is basically remaining flat, with the value of the property increasing \$1.3 million. There was a significant loss last year and the insurance company covered damage to one of the snow blowers, which cost \$45,000. The airport’s liability insurance is currently with AIG Aviation – Illinois National Insurance Company. Since AIG has been in the news lately, Erik looked at other insurer’s to handle the airport’s liability insurance. Global Airspace, writing on behalf of 4 different insurer’s, was one of those insurers whose quote came in less than AIG’s renewal. There is a difference in the coverage though. AIG’s premium includes \$24 million excess of \$1 million, in automobile liability insurance. Global Airspace’s quote only provides for \$4 million excess of \$1 million, less coverage for the automobile. The Airport currently has 10 autos insured, including the shuttle bus. The Airport has been with AIG for the last 3 years and they have been very pleased with them. The worker’s compensation renewal is again flat for 2009. AIG has this coverage as well. Again, Erik looked at other insurers. USAIG – United State Aircraft Insurance Group and their member company Liberty Mutual provided a quote. The commercial auto renewal is down slightly for 2009. The public officials liability is down significantly from last year. Upon the Board’s request Erik provided premium totals for increasing the public officials liability from \$3 million to \$4 million and \$5 million. The cost for the \$4 million coverage would result in a premium of \$20,178 and for the \$5 million coverage the premium would be \$23,034. The Airport could increase the coverage 1 million and still see a small decrease in the premium. It was discussed to increase the coverage from \$3 million to \$4 million on the public officials liability.

Commissioner Sender asked that Erik go back to AIG and see if they would match the quotes that were obtained from the other insurer's. Commissioner Bock asked for Erik's opinion of AIG's ability to pay claims. Erik did not see a problem; at this point they are still A rated. Those rates are reviewed on an ongoing basis. If this does become an issue, he will look for other options for the Airport.

Commissioner Sender made a motion to renew with the current insurance carriers at an amount not to exceed \$192,000.00, anticipating the increase in the public officials liability from \$3 million to \$4 million and asking our insurance broker to ask the current provider if they will match the alternate lower quote. The motion was seconded by Commissioner Allen and upon a unanimous vote the motion carried.

- C. **Authorize Execution of Utility Easement with NICOR Gas** – In preparation for construction of the new joint use fire station, Staff has been engaged in discussions with NICOR Gas concerning the installation of an underground natural gas supply line for the facility. While the cost of the smaller supply line connecting the facility to the main gas line is included in the project's costs, NICOR will still need to extend their primary gas supply line in order to accommodate the project. In these instances it is customary to provide NICOR with a utility easement for the protection and maintenance of their underground lines.

Commissioner Allen made a motion to approve the Utility Easement with NICOR Gas. The motion was seconded by Commissioner Bock and upon a unanimous vote, the motion carried.

- D. **Approval of 2009 Board Meeting Schedule** – Commissioner Colee made a motion to approve the Board meeting schedule for 2009. The meetings will be held on the 2<sup>nd</sup> Thursday of every month, except for March, which will be the third Thursday, March 19<sup>th</sup>. The change in the March meeting is in order to accommodate the EDC One Voice trip to Washington D.C. The motion was seconded by Commissioner Quick and upon a unanimous vote, the motion carried.

- E. **Approve Revised Transportation Improvement Program for 2009-2014** – Each autumn the Airport Authority reviews/updates the existing capital improvement program based on current needs and expected funding availability. In turn, the revised program schedule is then formally presented to the Board for consideration/approval before being submitted to the FAA and the IDA for planning/programming purposes.

While preparing the program for this year, Airport Staff continued the philosophy of conservatively projecting the availability of federal/state funds while also seeking to maximize their use to reduce/control the Airport Authority's capital costs. The program proposed is essentially a continuation of what has been the core program for the past few years. A review of the program will reveal that in addition to updated schedule/cost figures, the only major changes involve the addition of a new land acquisition project and the separation of the large Runway 11/29 project into smaller, individually phased, projects. As is always the case, when reviewing the program, the project priorities are somewhat soft and

subject to change in the outer years of the schedule. A copy of the TIPS program is incorporated into these minutes.

Commissioner Quick made a motion to approve the Transportation Improvement Program for 2009-2014. The motion was seconded by Commissioner Kingman and upon a unanimous vote, the motion carried.

## V. AIRPORT COMMENTS

- A. **Chairman's Comments** – Traffic for October is down just slightly. This was not unanticipated. The new American flight to Dallas is doing very well.
- B. **Board Member Comments** – Commissioner Sender commented that it was nice to hear that American is happy with the flight to Dallas. He also commented that minutes should be kept for each of the committees. Commissioner Colee enjoyed the ribbon cutting ceremony and Fran did a great job.
- C. **Director's Comments** – Carl thanked Adam Baxmeyer, Adam Tennant, Brian Paccomonti, and the entire maintenance staff for an outstanding FAA inspection. It was noted that this year's inspection continued our trend toward stronger results and drew very positive feedback from the FAA. He also thanked Fran for all of her hard work associated with the successful start of the Dallas service. Noting that getting new service started is typically a difficult and lengthy task, especially in market conditions like those which the industry is currently experiencing. However, in this instance the new DFW service is off to a very strong start, generating strong traffic and load factors which have exceeded company averages. American has made note of this while expressing their appreciation.

The Hangar restaurant has approached Carl and asked if the Airport Authority would send a letter to the Mayor and the City of Bloomington in support of them revising their liquor license, in order for them to sell alcohol prior to 12 noon on Sundays. They believe that there is a market for this. They would open the restaurant earlier in order to accommodate this. The Board gave Carl their approval to send the letter.

Similarly with the idea of working with the concessionaires, Budget Rent A Car has approached Carl and asked if they can amend their counter hours. In the new car rental agreement, each of the car rental companies are mandated to be open certain hours, 7 days a week. They would like the ability to not have to staff the counter during the off peak times in the terminal building. They have tried this at other airports and it has been successful for them. Carl asked if they would be open to this on a trial basis, so if all parties find it is not working, then it could be changed. After some discussion the Board directed more discussions take place along with Budget presenting a proposal for further consideration during the December meeting.

## VI. COMMENTS FROM AVIATION GROUPS

- A. Prairie Aviation Museum – The new President of the Prairie Aviation Museum was introduced to the board and provided an update on their happenings. Mr. Frank Thompson thanked Dale Kruse and the staff at Image Air for their help with the Day at the Airport event in September. Despite the rain, the event was successful. American Eagle provided the Museum with tickets for their fundraising efforts. The tie in is to the DC3. American just asked that the Museum help them promote the Dallas service.
- B. EAA – Chad Jensen was present to introduce himself to the Board. He has been filling in as the president of the chapter since John Visel moved to Arizona. Elections are going to be held next month and he should become the president of the chapter for 2009.

## VII. EXECUTIVE SESSION

A motion was made to recess for 3 minutes and reconvene in Executive Session to discuss a lease matter of airport property.

## VIII. ADJOURNMENT

There being no other business to come before the Board, upon a motion being made, seconded and approved, the November 13, 2008 meeting of the Bloomington-Normal Airport Authority adjourned at 6:17 p.m.

  
Secretary

12-11-08  
Date

**JUSTICE COMMITTEE**

Member Renner presented the following:

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> McLean County Sheriff's Department on behalf of Task Force 6		<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 108006 <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 1-1-09 End: 12-31-09
<u>Grant Title:</u> Project Safe Neighborhoods		<u>Grant Funding Method:</u> <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u>	
<u>Grant Amount:</u> \$8,998.00		<u>Source of Matching Funds (if applicable):</u> NA	
<u>Match Amount (if applicable):</u> Required Match :\$NA Overmatch: \$NA		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Grant Total Amount:</u> \$8,998.00			
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

**Grant Costs Information**

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$8,998.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right"><b>\$8,998.00</b></td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	<u>Additional Expenses</u>		Subcontractors	\$	Equipment	\$	Other	\$8,998.00	Total Additional Expenses	\$	<b>GRANT TOTAL</b>	<b>\$8,998.00</b>	<u>Description of equipment to be purchased:</u>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
Total Personnel Cost	\$																										
<u>Additional Expenses</u>																											
Subcontractors	\$																										
Equipment	\$																										
Other	\$8,998.00																										
Total Additional Expenses	\$																										
<b>GRANT TOTAL</b>	<b>\$8,998.00</b>																										
		<u>Description of subcontracting costs:</u>																									
		<u>Other requirements or obligations:</u> Monetary Pass Thru Grant to Task Force 6																									

*Grant Total must match "Grant Total Amount" from General Grant Information*

Responsible Personnel for Grant Reporting and Oversight:

*Mike Amery*  
Department Head Signature... "B"

*12-30-08*  
Date

Grant Administrator/Coordinator Signature (if different)

Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
Chairman	Date





ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

300 W. Adams Street • Suite 700 • Chicago, Illinois 60606 • (312) 793-8550

December 9, 2008

M/Sgt. Ben Halloran  
Task Force Six  
P.O. Box 1511  
Bloomington, IL 61702-1511

Dear M/Sgt Halloran:

Enclosed please find interagency agreement #108006 between the McLean County on behalf of Task Force Six and the Authority funding implementation of the Project Safe Neighborhoods Program. Please review the enclosed document and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return it to my attention for further processing.

Also enclosed are the initial cash request and federal debarment certification forms. I have emailed the fiscal information sheet and four other files to you today. These four files are the Civil Rights and Equal Opportunity compliance certifications for both the County and the task force. Please be sure to return complete these forms, print them and obtain the required signatures and return all of these forms with the signed agreement.

Thank you for your patience and assistance in the negotiation of this agreement. If you have any questions or concerns regarding these materials, please contact me at 312/793-1302 or email me at [Maureen.Brennan@Illinois.gov](mailto:Maureen.Brennan@Illinois.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Maureen Brennan".

Maureen Brennan  
Federal and State Grants Unit

CC: Master file 108006

PROGRAM TITLE: Project Safe neighborhoods  
 AGREEMENT NUMBER: 108006  
 PREVIOUS AGREEMENT NUMBER(S): N/A  
 ESTIMATED START DATE: January 1, 2009  
 SOURCES OF PROGRAM FUNDING:  
*Project Safe Neighborhoods FFY08 Funds* \$ 8,998  
 Total: \$ 8,998

IMPLEMENTING AGENCY: County of McLean  
 ADDRESS: Government Center  
 115 E. Washington, Suite 401  
 Bloomington, IL 61701  
 FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569  
 DUNS NUMBER: 05-742-8943  
 AUTHORIZED OFFICIAL: Matt Sorensen  
 TITLE: Chairman, McLean County Board  
 TELEPHONE: (309) 888-5110  
 PROGRAM FINANCIAL OFFICER: Rebecca McNeil  
 TITLE: Treasurer, County of McLean  
 TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Task Force Six  
 ADDRESS: P.O. Box 1511  
 Bloomington, IL 61702-1511  
 PROGRAM DIRECTOR: M/Sgt. Ben Halloran  
 TITLE: Task Force Six Commander  
 TELEPHONE: (309) 452-9961  
 EMAIL: [hallorb@isp.state.il.us](mailto:hallorb@isp.state.il.us)

FISCAL CONTACT PERSON: Jennifer Miller  
 AGENCY: County of McLean  
 TITLE: Bookkeeper  
 TELEPHONE: (309) 888-5033  
 FAX: (309) 888-5072  
 EMAIL: [jennifer.miller@mcleancountyil.gov](mailto:jennifer.miller@mcleancountyil.gov)  
 PROGRAM CONTACT PERSON: Michael J. Reidy  
 TITLE: Chief of Police, City of Clinton  
 TELEPHONE: (217) 935-9441  
 FAX: (217) 935-4219  
 EMAIL: [mreidy@clintonillinois.com](mailto:mreidy@clintonillinois.com)

SECTION 45. ACCEPTANCE

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

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Matt Sorensen  
Chairman  
McLean County Board  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

M/SGT. B. Halloran  
M/Sgt. Ben Halloran  
Commander  
Task Force 6  
12-22-08  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

### Exhibit A: Project Description

Please provide a short description of the jurisdiction this project will serve, including information on gang and firearms enforcement issues.

Task Force 6 is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police, McLean County Sheriff's Department, Illinois State University Police Department, DeWitt County Sheriff's Department and Clinton Police Department. The unit serves the rural areas of McLean and DeWitt counties as well as the more populated area Bloomington, IL, Normal, IL, and the Illinois State University Campus area. The population of DeWitt and McLean counties is approximately 167,000 residents.

Please describe the composition of your unit and describe its activity over the past year.

Task Force 6 is the only narcotics unit serving DeWitt County and rural McLean County. While the Bloomington Police and Normal Police have narcotics units, Task Force 6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. Task Force 6 remains the primary drug enforcement unit servicing the campus of Illinois State University, which has a student population of 20,000. Task Force 6 is located in Normal, IL, near the population center of the Central Illinois area. Last year, from July 1, 2007 thru June 30, 2008, Task Force 6 made 109 arrests of which 61, or roughly 56% were for cocaine and crack cocaine. Of these 61 cocaine and crack cocaine arrests, 26 were for Class "X" felonies or higher. The number of cocaine and crack cocaine arrests increased almost 33 % from the previous year.

Please describe gang and gun activity in your jurisdiction, including any changes in this activity over the past year.

Task Force 6 seized 12 firearms from July 1, 2006 thru June 30, 2007. The following year, July 1 2007 thru June 30, 2008, Task Force 6 seized 16 firearms. Bloomington Police Department has observed a higher number of gang related violence cases that show an increasing number of deadly weapons used. The Bloomington/Normal, IL area continues to have a problem with hybrid street gangs that have evolved from street level fighting to use/possession of weapons as well as drug trafficking. Since 2004, gang motivated cases of violence have risen from 14 cases reported per year to 42 cases reported from July 1, 2007 thru April 16, 2008 by the Bloomington Police Department. This suggests that gang's presence is increasing in the local area of Task Force 6, and that based on recent arrests, much of the gang ties are from the Chicago, IL area. In the past 24 months, local law enforcement has incarcerated 2 Chicago-based leaders from the Black P Stones and Vice Lords.

Please describe how this initiative is coordinated with other local, state and federal criminal justice partner agencies.

Task Force 6 is a multi-agency narcotics task force representing 6 agencies in the McLean and DeWitt county area. Given the rural nature of the geographical location, outside the city areas of Bloomington/Normal, Task Force 6 is the only narcotics investigative agency with the exception of DEA and ATF. Task Force 6 continues to work with the local agencies and federal agencies to provide both service and to enhance the prosecution of criminal defendants.

Please describe how this federal funding will be used:

Task Force 6 proposes to use the bulk of this funding toward surveillance equipment that will enhance the safety of undercover officers and informants as well as bolster the prosecution of cases with the addition of an undercover surveillance system capable of recording video and audio as well as transmit this data to officers on surveillance. In order to capture the transmission, Task Force 6 will purchase a laptop computer system and associated air card. The video/audio undercover surveillance system is estimated at \$7,000.00 and the laptop and air card will cost an additional \$1,518.00. Service for the air card is estimated at \$40.00 per month for an additional cost of \$480.00. Total costs for equipment and service fee for computer laptop air card is \$8,998.00.

Please describe the availability of current resources to meet the need you have identified.

Task Force 6 currently has audio surveillance systems; however, none of the systems are equipped with video. Officers on surveillance can monitor activity via audio, but cannot visually observe activity from close range without being compromised. With the current court order overhear requirement, local prosecutors are sometimes reluctant to prosecute cases with no audio recording, typically a first buy. A video system would allow for a visual identification of the criminal target and assist with the prosecution of cases where no court order could be obtained, yet the transaction would still have a video recording.

If equipment is requested, please describe the training staff will require to use this equipment.

Task Force 6 has two personnel identified as technical equipment specialists. These officers will obtain training from the equipment vendor on the proper operation of the equipment and be responsible for training the other officers assigned to the unit.

How do you plan to use the new equipment after the identified operation has ended?

Task Force 6 will use the equipment on all narcotics activity including those investigations involving gang members and weapons cases, particularly those associated with gang violence.

Who will supervise the proposed project? What steps will be taken to assure the project will be successfully implemented?

The Task Force Commander and Task Force 6 Office Manager will maintain a record of investigative cases for reporting purposes to include gang affiliation/arrests and weapons seizures.

What barriers or possible obstacles to implementation do you foresee?

None once the officers are trained in the proper use of the equipment.

How will you address these barriers?

Ensure proper training of the officers is conducted.

Are there any other special needs, tools or training that will be required to fully implement this project?

No, however advanced training in criminal street gangs, tactical narcotics operations, and physical surveillance would be beneficial toward enhancing the skills of Task Force 6 officers in operations involving criminal street gangs as well as promoting safe operating procedures.

Projects funded by the Authority are required to submit quarterly data and fiscal reports. What staff members are available to prepare and submit these reports? How will you assure the accuracy of these reports?

The Task Force 6 Field Supervisor, Task Force 6 Office Manager and Task Force 6 Commander enter all investigative data into the Task Force 6 Case Management System. The Task Force 6 Office Manager will be responsible for preparing reports. The Task Force 6 Commander will be responsible for reviewing these reports for accuracy and submission to the Authority.

**Implementation Schedule:**

Given the implementation issues described above, please complete the following table outlining the implementation activities necessary, including any work developing coordination with criminal justice partner agencies, equipment procurement, staff training and project administration activities such as data and fiscal report submission.

Activity	Month Begun	Month Completed	Personnel Responsible	If ongoing, how often?
Purchase of Equipment	Month #1	Month #1	Task Force 6 Commander	Once
Over see training and use of equipment on PSN operations	Month #1	Month #12	Task Force 6 Commander	Ongoing
Submit quarterly reports to ICJIA	Month #1	Month #12	Office Manager	Quarterly

**Goals and Objectives:**

Projects funded through the Authority set goals and objectives that serve as benchmarks for project performance. These objectives are used to develop the data reports that are completed each quarter and submitted to the Authority and then summarized for the Project Safe Neighborhoods Task Force.

In the table below, please set the target number of investigations, felony arrests and seizures you seek to achieve through this operation. Please also complete the projected reductions in gang-related homicides, aggravated batteries and robberies you hope to achieve. You may also add additional objectives and performance measure if you choose.

**Goal 1: Reduce drug and gang activity in the McLean and DeWitt Counties area**

Objective	Performance Indicator
➤ Conduct 20 proactive investigations concentrating on those areas of Bloomington/Normal having a high propensity of gang related violence and drug trafficking.	➤ Number of investigations begun

<ul style="list-style-type: none"> <li>➤ Arrest 12 or more offenders for felony charges with gang affiliation or criminal affiliations with street gangs and/or similar activity.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of felony arrests made</li> <li>➤ Charges filed for each arrestee</li> </ul>
<ul style="list-style-type: none"> <li>➤ Seize 10 or more weapons</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of weapons seized.</li> </ul>
<ul style="list-style-type: none"> <li>➤ Arrest 100 suspects for drug-related and firearms related offenses.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of arrests conducted.</li> </ul>



EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: County of McLean on behalf of Task Force 6  
Agreement #: 108006

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Project Safe Neighborhoods FFY08	\$8,998
	Subtotal:	\$8,998
	 GRAND TOTAL	 \$8,998

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount
<i>Not applicable</i>				
				\$ -
				\$ -
				\$ -
				\$ -
		Total FTE	0.00	\$ -
			Total Salary	\$ -
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ -
		TOTAL PERSONNEL SERVICES		\$ -

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.  
(See Attached Budget Instructions)

EQUIPMENT Item	Cost Per Unit	# of Units	Pro-rated Share	Federal Amount
Video/Audio Undercover Surveillance System (system capable of recording video & audio as well as transmit this data to officers on surveillance)	\$ 7,000.00	1.00		\$ 7,000.00
Laptop and Air Card (mechanism used to capture the video & audio transmissions)	\$ 1,518.00	1.00		\$ 1,518.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL EQUIPMENT COST</b>				\$ 8,518.00

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.  
(See Attached Budget Instructions)

The purchase of the video/audio undercover surveillance system will enhance the safety of undercover officers and informants as well as bolster the prosecution of cases with the addition of an undercover surveillance system capable of recording video and audio as well as transmit this data to officers on surveillance. the estimated cost for this system is \$7,000.

In order to capture the transmission, Task Force 6 will purchase a laptop computer system and associated air card. The estimated cost for a lap top with sufficient memory and processing speed to handle transmission and the air card necessary for wireless reception of the transmission is \$1,518.

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount
Cell Service					\$ -
Telephone Service					\$ -
Pager service					\$ -
Conference Registration Fees					\$ -
Other: (Laptop Air Card Service)	\$40/month x 12 months				\$ 480.00
Other (Specify)					\$ -
Use Boxes Below for Contractual Personnel					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL CONTRACTUAL COST</b>					\$ 480.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.  
 (See Attached Budget Instructions)

Estimated monthly service fee for the wireless air card is \$40 for a total estimated annual cost of \$480.

	Federal Amount
GRAND TOTAL	
PERSONNEL SERVICES	\$ -
EQUIPMENT	\$ 8,518.00
CONTRACTUAL	\$ 480.00
TOTAL COST	\$ 8,998.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 108006

*Not applicable*

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES.

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)	
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$0</b>
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions	0.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$0</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$0</b>

Members Renner/O'Connor moved the County Board approve a Request Approval to Accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00 - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2008  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Sheriff's Department 0029

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

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

WHEREAS, to date, the Sheriff's Department has experienced a significant increase in the average daily census in the Adult Detention Facility, which has necessitated sending inmates out of the County to be housed; and,

WHEREAS, the County Auditor's Office has advised the Sheriff's Department that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$690,000.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board			
Unappropriated Fund Balance			
0001-0001-0001-0400.0000	\$ 0.00	\$710,000.00	\$ 710,000.00

(2)

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

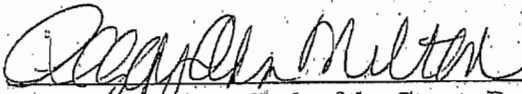
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Department Prisoner Housing: Out of County 0001-0029-0031-0766.0001	\$ 60,000.00	\$710,000.00	\$ 770,000.00

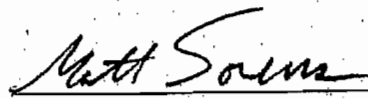
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 20th day of January, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance - General Fund 0001, Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.





**McLean County Court Services**

Law & Justice Center

104 W. Front Street, Room 700 Bloomington, IL 61702-2400

Phone: 309-888-5360 Fax: 309-888-5647

**Memo**

To: Honorable Members of the Justice Committee  
From: Lori McCormick  
CC: Chief Judge Elizabeth A. Robb  
Date: 1/12/09  
Re: Redeploy Illinois Grant/Emergency Appropriation Ordinance

Attached, please find the contract for Redeploy Illinois received by my office on January 12, 2009, and an emergency appropriation for the 2009 calendar year based upon the yearly grant amount and start up costs. As you are aware, the Court Services Department applied for a Redeploy Illinois Grant after receiving permission from the county to do so. This grant has no matching or personnel costs associated with it.

The first year of the program will run from the date of County Board approval until June 30, 2009 for the amount of \$141,845.00. It is anticipated that a second year of funding totaling \$189,712.00 will be approved commencing July 1, 2009 until June 30, 2010.

I am respectfully requesting the committee's approval to accept this grant, and I will be available at the January 20<sup>th</sup> Justice Committee stand-up to answer, and or discuss the grant.

Thank you for your consideration in this matter

**STATE OF ILLINOIS  
DEPARTMENT OF HUMAN SERVICES  
COMMUNITY SERVICES AGREEMENT  
FISCAL YEAR 2009**

This Agreement is by and between the Illinois Department of Human Services, with its principal office at 535 West Jefferson, Springfield, IL 62702-5058, hereinafter referred to as the "Department" and, McLean County Court Services, hereinafter referred to as the "Provider" with its principal address at: , 104 West Front Street, Room 700, P.O. Box 2400, Bloomington, IL, 61701.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof, it is agreed as follows:

**1. TERM**

This Agreement shall be effective January 20, 2009, and shall expire June 30, 2009, unless extended pursuant to the terms hereof.

**2. TAXPAYER CERTIFICATION (Provider **MUST** complete)**

Under penalties of perjury, the Provider certifies that 376001569 is the Provider's correct Federal Taxpayer Identification Number/Social Security Number (circle one). The Provider is doing business as a (please check one).

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate                     |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Nonresident Alien                          |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input checked="" type="checkbox"/> Tax Exempt                      |
| <input type="checkbox"/> Medical Corporation                   |   |
| <input type="checkbox"/> Governmental Unit                     |   |
| <input type="checkbox"/> Estate or Trust                       |   |

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**3. PAYMENT**

A. The estimated amount payable by the Department to the Provider under this Agreement is \$141,845.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within 45 days after the expiration of this Agreement. The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.
- D. If applicable, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990, (31 U.S.C. 6501 et seq.) and any other applicable federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated agreement amount.
- G. Grant funds disbursed under this Agreement and held 30 days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

#### 4. **SCOPE OF SERVICES**

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

#### 5. **REQUIRED CERTIFICATIONS**

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- H. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76).
- I. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. 6081 et seq.).

- J. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- K. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
- M. **Sarbanes-Oxley Act** - The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Ill Securities Law of 1953, or that at least 5 years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- N. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- O. **Environmental Protection Act violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- P. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this contract have been produced in whole or in part by the labor of any child under the age of 12 (PA94-0264).

- Q. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities to which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- R. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

6. **BACKGROUND CHECKS**

The Provider certifies that neither the Provider, nor any employees assigned to work on the Department's premises, have a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks

7. **UNLAWFUL DISCRIMINATION**

The Provider, its employees and subcontractors under subcontract, made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])

- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency)
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

**8. LOBBYING**

The Provider certifies that no Federally appropriated funds have been paid or will be paid out by or on behalf of the Provider, 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 the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**9. CONFIDENTIALITY**

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. **LIABILITY**

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. **MAINTENANCE AND ACCESSIBILITY OF RECORDS**

- A. The Provider shall maintain, for a minimum of 6 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records and supporting documents to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191 42 CFR 164.528.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. **RIGHT OF AUDIT AND MONITORING**

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.



13. **REPORTING REQUIREMENTS**

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. **AUDIT REQUIREMENTS**

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill Adm Code, 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2008.

15. **INDEPENDENT CONTRACTOR**

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with the DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of the DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event for its convenience or otherwise the DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by the DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

16. **SANCTIONS**

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. **TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

**18. POST-TERMINATION/NON-RENEWAL**

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**19. SUBCONTRACTS**

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written Departmental approval. In emergencies, the Provider will request approval in writing within 7 days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

**20. INTERNET ACCESS**

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence for the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as their primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective day of the change.

**21. NOTICE OF CHANGE**

The Provider shall give 30 days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

**22. ASSIGNMENT**

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

**23. MERGERS/ACQUISITIONS**

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

**24. CONFLICT OF INTEREST**

The Provider agrees that payments made by the Department, under this Agreement, will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or, 2) Employed by an office or agency of State government of Illinois with compensation annually in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption to this provision.

25. **TRANSFER OF EQUIPMENT**

The Department shall have the right to require transfer (including title) to the Department of any equipment purchased in whole with Department funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination or any notice required by paragraph 17 thereof of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

26. **WORK PRODUCT**

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

27. **RELEASES**

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. **PRIOR NOTIFICATION**

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. **INSURANCE**

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement, such money shall be surrendered to the Department. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement, then the Provider may request the Department to review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any Agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

30. **LAWSUITS**

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.), as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

31. **GIFTS AND INCENTIVES PROVISION**

The Provider is prohibited from giving gifts to Department employees (5 ILCS 425/1 et seq.). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. **RENEWAL**

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. **AMENDMENTS**

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

34. **SEVERABILITY**

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. **WAIVER**

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely, for the purpose of denial of such a right or remedy to the Department.

**36. LAWS OF ILLINOIS**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

**37. STATUTORY/REGULATORY COMPLIANCE**

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

38. **ATTACHMENTS AND PROGRAM MANUALS**

The following Attachment(s), any document(s) and Program Manuals referenced in the Attachment(s) are hereby incorporated into this Agreement and can be found on the following Department website:  
<http://intranet.dhs/oneweb/page.aspx?item=27393>

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Division of Community Health and Prevention	E	\$141,845.00
Total Dollar Amount:		\$141,845.00

39. **PRECEDENCE**

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. **ENTIRE AGREEMENT**

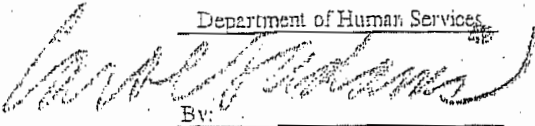
The Provider and the Department understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein, including prior Agreements or oral discussions, shall be binding upon either the Provider or the Department.

41. FUNDING RESERVE

Reductions in Amounts Payable: Unless otherwise provided in any attachment or exhibit made a part hereof, the amount(s) payable, or estimated amount(s) payable, to vendor/provider under this agreement is/are subject to a reduction not to exceed two percent (2%) as necessary or advisable based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois  
Department of Human Services



By: Carol L. Adams, Ph.D., Secretary

*Kays DeGroot*

Date: 1-20-09

McLean County Court Services

Provider (Agency Name)

BY: Matt Sorensen  
(Provider or Authorized Designee Signature)

Name: Matt Sorensen  
Type or Print

Title: McLean County Board Chair

Date: 1-20-2009

Email Address: \_\_\_\_\_

This Agency is (Check One):

Not For Profit

For Profit



**FY2009  
 ATTACHMENT COVER SHEET**

**CONTACT FOR NOTIFICATION**

All notices required or desired to be sent by either party shall be sent to the persons listed below.

**IDHS CONTACT**

Dan Blair  
 Fiscal Manager  
 535 W. Jefferson, 3rd Floor  
 Springfield, IL 62702-5058  
 Phone: (217) 524-7758  
 TTY #:  
 Fax #: (217) 524-2491  
 Email Address: Dan.Blair@illinois.gov

**PROVIDER CONTACT**

Matt Sorensen  
 Director  
 104 West Front Street, Room 700 P.O. Box 2400  
 Bloomington, IL 61701  
 Phone: (309) 888-5360  
 TTY #:  
 Fax #: (309) 888-5434  
 Email Address: randy.macak@mcleancountyil.gov

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund Recovery Act</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
REDEPLOY ILLINOIS	K11GK249580	Grants	YES	Expenses	N/A	N/A	\$141,845.00
<b>Attachment Total</b>							<b><u>\$141,845.00</u></b>

NA - Not Applicable

\*Expenses - Program is subject to reconciliation based on Rule 511.10a.

\*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services  
Division of Community Health and Prevention

Agency Name: McLean County Court Services  
FEIN: 376001569  
Agreement No. 11GK249000  
Attachment B

FY2009  
ATTACHMENT COVER SHEET - ADDENDUM

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Program	Performance Measures
REDEPLOY	See your program manual for performance measures

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An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2009  
 Combined Annual Appropriation and Budget Ordinance  
 General Fund 0001  
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 18, 2008, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Department of Human Services for Fiscal Year 2009 in the amount of \$220,892 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue and related expenditures in the Fiscal Year 2009 Adopted Budget; and,

WHEREAS, the Justice Committee, at a special meeting on Tuesday, January 20, 2009, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2009 to appropriate and budget this additional revenue and related expenditures in the Fiscal Year 2009 Adopted Budget; now, therefore,

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

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024; the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant	\$ 0.00	\$220,892.00	\$220,892.00

(2)

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0601.0002 Clothing-Non Employee	\$ 500.00	\$ 1,000.00	\$1,500.00
0001-0022-0024-0607.0001 Food	\$3,750.00	\$ 1,500.00	\$5,250.00
0001-0022-0024-0612-0001 Books and Videos	\$ 750.00	\$ 2,000.00	\$2,750.00
0001-0022-0024-0620.0001 Operating/Office Supplies	\$ 8,000.00	\$ 5,625.00	\$13,625.00
0001-0022-0024-0621.0001 Non-major Equipment	\$ 1,000.00	\$ 7,300.00	\$ 8,300.00
0001-0022-0024-0706.0001 Contractual Services	\$ 100.00	\$154,127.00	\$ 154,227.00
0001-0022-0024-0723-0001 Psychiatric/Psychological Exams	\$ 4,000.00	\$ 12,000.00	\$ 16,000.00
0001-0022-0024-0718.0001 Schooling and Conferences	\$7,000.00	\$ 35,240.00	\$ 42,240.00
0001-0022-0024-0795.0003 Telephone Service	20,900.00	\$ 2,100.00	\$23,000.00
	TOTAL:	\$220,892.00	

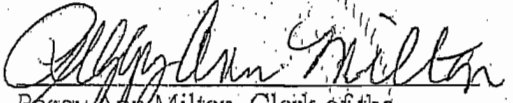
3. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

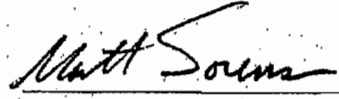
(3)

ADOPTED by the County Board of McLean County this 20th day of January, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Members Renner/McIntyre moved the County Board approve a Request Approval of a State of Illinois Department of Human Services Community Services Agreement, Fiscal Year 2009 for a Redeploy Illinois Grant - Court Service and Request Approval of an Emergency Appropriation Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Court Services Department 0022. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES  
(Agency-Customer)

THIS AGREEMENT (hereinafter "Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between  
SECURE ALERT, INC, a Utah corporation ("Provider"), and  
(Agency or Agent Name) \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_ (hereinafter "Customer").

- Provider desires to provide to Customer, and Customer desires to acquire from Provider certain Equipment and Accessories (hereinafter "The Equipment") and obtain Monitoring Services associated with The Equipment (hereinafter "Monitoring Services") and/or obtain certain other associated services as listed and described in the "EQUIPMENT AND SERVICES" section in attached schedules (collectively hereinafter "Equipment, Monitoring and Other Services") per the rates and pricing also provided in attached schedule(s) or addendum(s).
- Customer and Provider have agreed to the terms of this Agreement.
- In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** The term of this Agreement is for one year commencing on the date first set forth above (hereafter the "Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms, unless, thirty (30) days prior to the expiration of the then current Term, either party provides notice to the other party of such party's intent to terminate the Agreement at the conclusion of the then current Term; provided, however, that notwithstanding the foregoing, continued possession of the Equipment past the end of any Term by Customer shall obligate Customer to payment of additional monthly payments as set forth in the attached schedule(s) (as the same may be amended from one Term to the other), until such time as the Equipment is returned to Provider. Any addendum(s) incorporated after the first date set forth above, shall be subject to the same renewal or termination terms and timings as stated above. Provider may terminate this Agreement at any time following Customer's default hereunder and obtain The Equipment from Customer as delineated in Section 6 of this Agreement.

2. **PAYMENTS:**

During the term of this Agreement, Customer agrees to pay to Provider for applicable Equipment, Monitoring and Other Services; the rates set forth in attached schedule(s). Payments will commence as delineated on the attached schedule(s). No payment required hereunder shall be prorated except at Provider's discretion. Any rent past due shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowable by law, whichever is lesser) until paid. Customer is responsible for any and all loss or damage to, or theft of, The Equipment. Damage for purposes of this Section 2 includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or at all. If The Equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Provider the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination whether the Equipment must be repaired or replaced shall be made by Provider in Provider's sole discretion. Payments shall not be refundable to Customer under any circumstances, including, without limitation, any termination of this Agreement, except at Provider's sole discretion. Customer also agrees to pay when due, taxes, if any, relating to this Agreement. Customer also agrees that Provider has the right to estimate the sales taxes or yearly personal property taxes, if any, that shall be due for The Equipment, and that Provider shall have the right to periodically assess the same against Customer, who shall pay them on demand. Customer shall be sent written notice at least fourteen (14) days in advance of any charges that are authorized by this Agreement but not specifically enumerated herein. Customer agrees that Customer's obligation to pay is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. If any part of a payment is not made by Customer when due for any reason, Customer agrees to pay Provider a late charge in the amount of ten (10%) percent of each such late payment, but only to the extent permitted by law. Customer agrees to pay Provider the late charge not later than thirty (30) days following the date that the original payment was due.

3. **OWNERSHIP:** Customer is neither the owner of The Equipment nor has title to the Equipment. Customer may not sell, transfer, assign, or sub The Equipment, without the express prior written permission of Provider. Customer may not attempt to alter or otherwise tamper with The Equipment. Customer agrees that it shall at all times keep The Equipment free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

4. **NON-DISCLOSURE OF PROPRIETARY INFORMATION:** Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this . Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement and to protect it with at least the same level of protection that Customer affords its own confidential and proprietary information. Without limiting the foregoing, Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of Provider. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with reasonable prior written notice of such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall, at the request of Provider, either destroy or promptly deliver to Provider all Proprietary Information, including all documents or other media containing Proprietary information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of Customer, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 12 shall survive the expiration or termination of this Agreement.
5. **NO WARRANTIES; CUSTOMER'S AUTHORITY; INDEMNITY BY CUSTOMER: PROVIDER IS LEASING THE EQUIPMENT TO CUSTOMER "AS IS."** So long as Customer is not in default under any terms of this Agreement, Provider agrees to transfer to Customer, as necessary and to the extent permitted by law or applicable contracts, any warranties made to Provider by a manufacturer or vendor of The Equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Provider for any and all direct, special or indirect damages, without limitation, which may result from the use of Equipment, Monitoring and Other Services or any obligation of Provider under this Agreement. Customer understands that Provider and the manufacturer(s) of The Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of The Equipment is Provider's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on Provider, and no breach by a manufacturer or any such vendor shall excuse Customer's obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES. Provider is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Provider. Customer's sole remedy against Provider for any failure whatsoever relating in any way to the use of Equipment, Monitoring and Other Services shall be limited to replacement of The Equipment if applicable; provided, that any such failure of Equipment, Monitoring and Other Services was not caused by any act or omission on the part of Customer. Notwithstanding anything to the contrary in this Agreement, Provider shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove The Equipment by unauthorized means, and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a Client while using The Equipment, as well as any liability for any acts committed by a Client who removes The Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Provider harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed above, by Client

or any other third party against Provider. The provisions of this Section 16 shall continue to be in force even after the expiration of the Term.

Customer also understands that only an officer of Provider is authorized to waive or alter any of the terms of this Agreement, and that any such waiver or alteration must be in writing signed by Provider.

6. **DEFAULT AND REMEDIES:** If Customer fails to make payments when due, if Customer breaches any provision of this Agreement, or if Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days' prior notice to Customer, that Customer return The Equipment to Provider and that Customer immediately pay to Provider the remaining balance of any amounts due under this Agreement. If Customer fails to return The Equipment to Provider, Provider may also require that Customer pay to Provider the full market value of replacement Equipment then available, less any amount recovered by applying any Security Deposits previously paid by Customer. Customer agrees to pay Provider interest on all sums due to Provider from the date of default until paid, and that Provider may recover from Customer, all damages caused by any such default, all to bear interest at the lesser of ten (10%) percent per annum, or the maximum rate permitted by law. Provider can also use any of the remedies available to Provider under the Uniform Commercial Code or any other law. If Provider is required to track a Client of Customer to make demand on such Client to repossess the Equipment after the notice period has expired, Customer agrees to pay to Provider, immediately upon demand, the cost of repossession, storing, shipping, repairing, and re-leasing the Equipment.
7. **DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring of a Client of Customer which is facilitated by this Agreement may be undertaken in conjunction with criminal process against such Client, or that such Client of Customer has voluntarily undertaken to use The Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration. Provider agrees that in effecting redelivery or repossession of The Equipment from any Client, it shall coordinate with Customer and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary, impractical or detrimental to Provider's interest.
8. **MISCELLANEOUS PROVISIONS:** **Assignment:** Provider may at any time, without notifying Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or Provider's ownership of The Equipment; Customer agrees that if Provider makes such assignment or sells The Equipment the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this and/or The Equipment by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement. **Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it. **No Waiver:** Customer acknowledges and agrees that any delay or failure by Provider to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time. **Statue of Limitations:** Customer and Provider hereby agree to reduce the statute of limitation applicable to any action for default hereunder by either party, including for breach of warranty or indemnity, to one (1) year after a cause of action accrues. **Attorney Fees:** In the event of any litigation between the parties regarding this Agreement the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. **No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Provider, Customer and Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. **Pronouns:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to whom reference is made may require. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. **Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement. **Modification:** No alteration or modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto. **Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the



subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

9. **AUTHORITY OF SIGNER.** By signing below, the signer of this on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first set forth above.

Provider:

Secure Alert, Inc.

150 West Civic Center Drive, Suite 400

Sandy, Utah 84070

Contact Phone No: (801) 451-6141

Customer:

Agency Name: County of McLean

Address: 115 East Washington Street

City/State/Zip Bloomington, IL 61702-2400

Contact Phone No: 309-888-5110

X \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Printed Name: Matt Sorensen

Title: McLean County Board Chairman

Email Address: john.zeunik@mcleancountyl.gov

Addresses for Notice:

Provider:

Secure Alert, Inc.

150 West Civic Center Drive, Suite 400

Sandy, Utah 84070

ATTN: VP of Sales

Contact Phone No: (866) 451-6141

Check here if billing information is same as above or enter billing information to the right:

ATTEST:

\_\_\_\_\_  
Clerk of the County Board of McLean County, Illinois

Customer:

Agency Name: McLean County Court Services

Address: 104 West Front Street

City/State/Zip: Bloomington, IL 61702-2400

ATTN: Lori McCormick, Director

Contact Phone No: 309-888-5361

Billing Information:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Phone No: \_\_\_\_\_

Billing FAX No: \_\_\_\_\_

**EQUIPMENT AND SERVICES**

TrackerPAL II and eArrest Beacon Sets at a monthly rate of \$210.00 per month - for \_\_\_ devices

This agreement is for a minimum of \_\_\_ TrackerPAL II and eArrest Beacon Sets, and a maximum of \_\_\_ TrackerPAL II and eArrest Beacon Sets.

TrackerPAL II Device Insurance at \$0.50 per device per day through Travelers Insurance (optional)

eArrest Beacon Insurance at \$0.15 per device per day through Travelers Insurance (optional)

Overstock Units: The rates set forth above include overstock units per the following schedule. SecureAlert will provide these units free of charge (until activation) for program expansion and replacement of lost, damaged or inoperable devices. If the equipment in McLean County's possession exceeds 10% of total active devices over an extended period of time (greater than 4 weeks), McLean County will be subject to \$2.00 per day for inactive sets beyond the 10% excess.

# of Units	# of Overstock at No Cost	# of Units	# of Overstock at No Cost
0-15	1	66-75	7
16-25	2	76-85	8
26-35	3	86-95	9
36-45	4	96-105	10
46-55	5	Etc.	Etc.
56-65	6		

Shipping: The rates set forth above include 3-5 day ground shipping for non-replacement orders. Replacements of Overstock units may be shipped more quickly if needed.

Rate Guarantee: The rates set forth above are guaranteed for the initial Term, but is subject to change for any renewal Term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 of this Agreement.

Insurance Terms: If insurance is chosen, it must be taken on all devices. There is a \$50 deductible for TPII devices and a \$15 deductible for Beacons.

**CUSTOMER OBLIGATIONS**

- PAYMENT:** During the Term, Customer agrees to pay monthly to Provider, Equipment, Monitoring and Other Services indicated and at the rates set forth above. Payment will commence on the day that a device is activated or seven (7) days after The Equipment is shipped to the Customer, whichever occurs first.
- CASE SELECTION:** Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and

access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged Equipment or accessories; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring The Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.

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#### PROVIDER OBLIGATIONS

1. **ORDERING AND DELIVERY OF EQUIPMENT; ACCESSORY EQUIPMENT:** Provider shall coordinate with Customer to deliver the Equipment to Customer pursuant to the Shipping terms described above. Provider shall also supply to Customer, an installation and maintenance kit for The Equipment which includes different sizes of straps, a strap cutter, measuring device and torque driver. Unless otherwise agreed between Customer and Provider, Customer shall return the installation and maintenance kit to Provider upon termination of the Agreement. Additional installation and maintenance kits or kit components shall be subject to such additional charges as are set forth in Replacement and Consumables Costs below.
2. **MONITORING SERVICE.** Provider agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients through the central host computer system owned and operated by Provider; such host computer which communicates with The Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Customer to Provider for each Client, as described in Section 3 below; (b) subject to the minimum equipment and system requirements required to be satisfied by Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Provider's user interface for the purpose of directly monitoring Clients based on the Equipment; (c) provide notification of Alert Conditions as described in Section 4 below to those authorized personnel of Customer identified in writing by Customer to Provider as being authorized to receive such information, which information is to be provided to Customer pursuant to the predefined notification protocols to be delivered by Customer to Provider pursuant to Section 3 below; and (d) document and maintain Alert Conditions and Equipment status information for each Client properly enrolled during the Term.
3. **NOTIFICATION OPTIONS.** Provider shall notify Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
4. **ALERT CONDITIONS.** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the Equipment, and about which Provider agrees to notify Customer based on protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
5. **TRAINING OF AUTHORIZED PERSONNEL:** Provider agrees that it shall provide Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.

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6. CUSTOMER SUPPORT. Provider shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to The Equipment, Monitoring Services and overall operation of the monitoring system with respect to The Equipment and accessories which may affect Customer's reasonable use thereof.

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#### REPLACEMENT COSTS

If insurance option isn't contracted, the following replacement costs will be assessed for damaged, lost or stolen devices.

*Definition:* Any TrackerPAL™ or accessory which has sustained damage that inhibits its ability to function properly or at all; or any TrackerPAL™ or accessory that has been lost/damaged.

*Costs:* \$950.00/TrackerPAL II  
\$ 30.00/ TPII chargers (breakaway cords)  
\$100.00/eArrest Beacon

## Memorandum

To: Honorable Members of the Justice Committee  
From: Lori McCormick  
CC: Chief Judge Elizabeth Robb  
Date: December 29, 2008  
Re: Secure Alert Agreement for Monitoring and Associated Services

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Secure Alert Inc. made a presentation of their electronic monitoring devices and services to representatives of the County on December 10, 2008. Based upon that presentation and a comparison of other companies the recommendation is for the County to enter into an agreement with Secure Alert Inc. The agreement has been reviewed and approved by the State's Attorney's Office. By signing this agreement McLean County can have available to both Adult and Juvenile Court Service Departments an alternative to detention in the form of electronic monitoring.

Chief Judge, Elizabeth Robb has informed me that she will be discussing with the Judiciary at their monthly meeting on Wednesday January 7, 2009 an order establishing reasonable fees to defray the costs of electronic monitoring per 730 ILCS 5/5-6-3 (g). There has been collaboration between County Administration, the Judiciary and my office as to establishing appropriate fees to cover the direct and indirect costs that will be associated with electronic monitoring.

With the Cindy Bischoff Law becoming effective 1/1/09, McLean County must be prepared to implement electronic monitoring if ordered by the Courts to do so. At the present time, McLean County has no electronic monitoring service agreement in place.

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

Thank you for your consideration in this matter



## SECURE ALERT

### Active GPS Offender Monitoring Program Features

#### TrackerPAL™

- ✓ Single-unit device encompassing a CPU, GPS and GPRS/GSM cellular technology
- ✓ Active Tracking
- ✓ Two/three-way voice communication
- ✓ Internal battery that lasts for 25-29 hours on a charge (device must be charged 2 hours every day)
- ✓ Data store and forward
- ✓ 95-decibel siren
- ✓ Pre-recorded voice messages available to alert offender to violations
- ✓ Cut-resistant strap (fiber-optics and stainless steel cables)

#### Offender Monitoring Center

- ✓ Staffed 24/7, 365 days per year
- ✓ Bi-lingual staff
- ✓ Secured location within SecureAlert corporate office
- ✓ Instant violation intervention to offender via voice communication through TrackerPAL™
- ✓ Voice communications recorded and archived
- ✓ Violation notification to supervision officers via phone, email, text message, etc.
- ✓ Tight Quality Control systems in place
- ✓ Specialized operator training:
  - Provided by current/former correction officials
  - Anti-social behavior overview
  - Expectations of offender behavior
  - Role-playing exercises

#### Offender Monitoring Software

- ✓ Web-based (no software purchase)
- ✓ Encrypted, secure and personalized agency log-in
- ✓ Exclusion/Inclusion zones (time/day)
- ✓ Video play-back feature for tracking points
- ✓ Multiple report options
- ✓ "Help" feature for instant answers to common software questions

#### Agency Training

- ✓ Training at no cost to agency (minimum of 10 hours per contract year)
- ✓ User Guides provided for all authorized agency staff
- ✓ Implementation training two (2) days:
  - Day one; detailed training on hardware/software
  - Day two; practical application of hardware/software (installation)
- ✓ On-going training provided upon request (on-site and/or web-training)

#### SecureAlert Customer Service

- ✓ Customer Support for hardware/software through Offender Monitoring Center (24/7)
- ✓ Technical Helpdesk available for escalated technical issues (24/7)
- ✓ Agency-assigned SecureAlert inside account representative
- ✓ 24-36 hour shipping delivery for additional or replacement devices

Members Renner/Cavallini moved the County Board approve a Request Approval of an Agreement between Secure Alert, Inc. and McLean County for Electronic Monitoring and Associated Services - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report can be found on pages 180-191.

## Minutes of the Justice Committee

The Justice Committee of the McLean County Board met on Tuesday, January 6, 2009 at 4:30 p.m. in Room 400 of the Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Renner; Members Wendt, Hoselton and Rankin

Members Absent: Members Rackauskas and McIntyre

Other County Board  
Board Members Present: None

Staff Present: Mr. John Zeunik, County Administrator; Mr. Terry Lindberg, Assistant County Administrator; Mr. Bill Wasson, Director, Administrative Services; and Ms. Judith LaCasse, Assistant to the County Administrator

Department Heads/  
Elected Officials  
Present:

Mr. Don Everhart, Circuit Clerk; Mr. Will Scanlon, Trial Court Administrator - Eleventh Circuit Court; Ms. Cindy Brand, Jury Commission; Sheriff Mike Emery; Mr. Bill Yoder, State's Attorney; Ms. Lori McCormick, Director, Court Services; and Ms. Judy Renner, Director, Children's Advocacy Center

Others Present: Ms. Michelle Anderson, Financial Reporting Specialist, County Auditor's Office; Mr. Adam Grist, Assistant State's Attorney; Mr. Jeff Horve, Assistant State's Attorney; and Mr. Jake Harlow, Assistant State's Attorney

Chairman Renner called the meeting to order at 4:36 p.m.

Chairman Renner presented the minutes from the December 2, 2008 Committee meeting and the November 18, 2008 Stand-up meeting to the Committee for approval.

Motion by Hoselton/Rankin to approve the Minutes of the December 2, 2008 Committee meeting and November 18, 2008 Stand-up Committee Meeting.  
Motion carried.



Mr. Don Everhart, Circuit Clerk submitted his November 2008 Statistical Report. He indicated that there was nothing unusual to note in the report.

Chairman Renner asked if there were any questions or comments. Hearing none, he thanked Mr. Everhart.

Mr. Will Scanlon, Trial Court Administrator - Eleventh Circuit Court, presented two requests relating to the Children's Waiting room. The first was a request for approval of an Amendment to the Contract between the Eleventh Judicial Circuit Court, the County of McLean and the Children's Foundation for the Children's Waiting Room. The second was a request for approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, Children's Waiting Room Fund 0171, Circuit Court 0016.

Mr. Scanlon explained that the Children's Foundation operates the Children's Waiting Room on the 3<sup>rd</sup> Floor of the Law and Justice Center. He stated that a County Ordinance was passed in May of 2006, effective July 1, 2006, to collect an additional \$5.00 filing fee to fund that operation. Mr. Scanlon indicated that the Children's Waiting Room came into existence in February of 2008 and has been operating with an Agreement that expired on December 31, 2008. As part of that Agreement renewal, the Children's Foundation staff has requested an increase in the amount that they were being reimbursed from that fund. Mr. Scanlon noted that the reimbursement amount was previously set at \$33,000.00, and they are asking that it be increased to \$37,800.00, which is an increase of \$400.00 per month.

Mr. Scanlon advised that \$32,500.00 was collected in 2008 in the filing fee fund. In addition, there is an existing fund balance, as of December 31, 2008, of \$45,606.00 above the \$32,500.00 that was collected. Mr. Scanlon indicated that Mr. Lindberg drafted the Agreement and the Emergency Appropriation Ordinance. He emphasized that there is sufficient revenue to meet the request of \$37,800.00. Mr. Scanlon added that there is also a sufficient fund balance to cover any shortfall.

Chairman Renner asked why there is such a significant increase from \$33,000.00 to \$37,800.00. Mr. Scanlon replied that more staff is needed in the Children's Waiting Room than was anticipated. Chairman Renner asked if there is more usage of the Waiting Room than expected. Mr. Scanlon replied that the preliminary report indicated that approximately 192 children per month are using the Children's Waiting Room and, originally, only 100 children were anticipated.

Mr. Wendt expressed concern that there was not sufficient material provided to justify the significant increase in budget. He felt that a 20% increase is fairly large.

Mr. Hoselton asked if the Children's Waiting Room accommodates children whose parents are in Court. Mr. Scanlon replied that this is a program that operates during the day at the Law and Justice Center for persons who are called to Court either as defendants or witnesses.

Mr. Rankin asked what will happen if this request is not approved. Mr. Scanlon replied that it would be necessary to reduce the number of hours that the Waiting Room is available.

Mr. Lindberg advised that the Children's Foundation operates on a June 30 fiscal year. He indicated that the contract was structured to provide four quarterly payments. At \$33,000.00 for a 12 month period, the payments were \$8,250.00 per quarter. Mr. Lindberg stated that, after the first two quarters in their fiscal year, the Children's Foundation indicated that they had lost private and other funding. In addition, there was a significant increase of use at the Children's Waiting Room. Therefore, the Children's Foundation asked for the additional \$4,800.00 to carry them through their fiscal year ending June 30, 2009. Mr. Lindberg advised that he does not anticipate that this will be an on-going situation. He noted that the proposed increase takes the fee up to approximately \$10,000.00 for the next two quarters. Mr. Lindberg anticipated that, beginning in the Foundation's July 1, 2009 fiscal year, the fee will go back to \$8,250.00.

After additional discussion, Chairman Renner recommended that the two requests be postponed to the February Justice Committee meeting. He further recommended that more information be provided and a representative from the Children's Foundation be available to discuss the request.

No action was taken on the requests for approval of an Amendment to the Contract between the Eleventh Judicial Circuit Court, the County of McLean and the Children's Foundation for the Children's Waiting Room, and the request for approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, Children's Waiting Room Fund 0171, Circuit Court 0016.

Mr. Scanlon announced that the Circuit Court reelected Judge Elizabeth Robb to serve as Chief Judge through 2010.

Chairman Renner asked if there were any addition questions or comments. Hearing none, he thanked Mr. Scanlon.

Ms. Cindy Brand, Jury Commission, presented the Jury Commission 2008 Year-end Report. She noted that the approximate total pay amounts contained in the report in the packet were very close to the final year-end figures. Ms. Brand indicated that comparative jury statistics are as follows:

- Mileage: 121,764 miles
- Total Mileage reimbursement and \$10.00 per day payment: \$129,860.32

Ms. Brand advised that fewer jurors served in 2008, but they served for more days. She noted that this was due to civil judges hearing more asbestos cases, which often last for several weeks.

Ms. Brand indicated that the number of trials continues to increase a little bit each year.

Ms. Brand informed the Committee that, with the jury eligibility forms and second request forms, she is able to account for 90% of the qualified jurists. She added that the Jury Commission is able to account for 100% of the people who are summoned to jury duty. If they do not respond, the Jury Commission follows up until they have established that the person has moved away or is no longer available.

Chairman Renner asked if there were any addition questions or comments. Hearing none, he thanked Ms. Brand.

Sheriff Mike Emery presented a request for approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility. He explained that this is a 12 month agreement with a total yearly expense of \$33,084.00, which is less than what was paid in 2008. Sheriff Emery indicated that this agreement is to provide maintenance on the Identix machine in the Jail which does the electronic finger-printing and digitally transmits the fingerprints to the State Police.

Motion by Rankin/Wendt to Recommend Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility.

Motion carried.

Sheriff Emery submitted a request for approval to accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00.

Sheriff Emery advised that this grant is a pass-through grant, with no financial responsibilities to McLean County. Sheriff Emery noted that it is audited by the McLean County Auditor's Office. He explained that this is funding to provide electronic surveillance equipment for the Task Force Six Drug Unit, which services DeWitt and McLean Counties. The equipment provides audio and video evidence to the State's Attorneys Office.

Motion by Hoselton/Wendt to Recommend Approval to Accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00.  
Motion carried.

Sheriff Emery presented a request for approval of a clothing bid with Ray O'Herron Co. for Police uniforms and equipment purchases from February 1, 2009 to January 31, 2010 for the Sheriff's Department. He explained that formal written bids were solicited from three vendors. At the formal bid opening, on December 19, 2008, two bids were received and opened. Sheriff Emery recommended that McLean County accept the bid proposal received from Ray O'Herron Co., Inc.

Sheriff Emery stated that another vendor, 10-8 Outfitters, may be used for specific items that may be of a lower cost, including the uniforms for the Jail.

Motion by Rankin/Wendt to Recommend Approval of a Clothing Bid and Equipment Purchases with Ray O'Herron Co. for Police Uniforms from February 1, 2009 to January 31, 2010 for the Sheriff's Department.  
Motion carried.

Sheriff Emery presented a request for approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Sheriff's Department 0029. He explained that these emergency funds are to be used to cover the expense incurred in fiscal year 2008 to house inmates out of County.

Motion by Wendt/Hoselton to Recommend Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Sheriff's Department 0029.  
Motion carried.

Sheriff Emery advised that the National Institute of Corrections Assessment Team personnel are on site this week and County Board members are participating in the assessment. He announced that there will be a public forum on Thursday, January 8<sup>th</sup> in Room 400 of the Government Center, from 8:00 a.m. to 12:00 Noon, where the Assessment specialists will provide their thoughts on the assessment review for McLean County. Sheriff Emery indicated that a significant amount of publicity has been done for this forum, including an interview on WJBC with the two assessment specialists. He invited members of the Committee to attend the forum.

Chairman Renner thanked Sheriff Emery for his efforts in arranging the assessment review.

Chairman Renner asked if there were any questions. Hearing none, he thanked Sheriff Emery.

Chairman Renner presented the Coroner's Monthly Report for November 2008 as submitted by Ms. Beth Kimmerling, Coroner. He asked if there were any questions on the report. There were none.

Mr. Bill Yoder, State's Attorney, reviewed his Monthly Caseload Report and Asset Forfeiture Fund Report. He indicated that earlier in the year, the number of Felony cases was running ahead of the previous year. However, at the end of the year, the number of felonies was identical to the previous year. Mr. Yoder noted that he considers this a positive outcome. He added that, from 2002 to 2007, there was an average of 50 more felonies each year.

Mr. Yoder advised that, last month, he brought his Domestic Violence Unit to the meeting to give a presentation on the unit. He introduced his Gang and Drug Crimes Unit, which he indicated was the most important unit due to the nature of the work that they do. Members of the Unit include:

- Mr. Adam Grist, Assistant State's Attorney;
- Mr. Jeff Horve, Assistant State's Attorney;
- Mr. Jake Harlow, Assistant State's Attorney.

Mr. Yoder stated that the majority of felony cases are related to drugs and/or alcohol. He noted that Mr. Jeff Horve has been head of the Drug and Gang Crimes Unit for several years and is one of the senior attorneys in the State's Attorneys Office. Mr. Yoder indicated that both Mr. Adam Grist and Mr. Jake Harlow are new to the Drug and Gang Crimes Unit.

Mr. Horve provided a brief report on the Drug and Gang Crime Unit. He indicated that the Unit is involved with a case from the ground up. Mr. Horve advised that he is involved with the investigative and charging portion of a case, and Mr. Grist and Mr. Harlow are involved in courtroom prosecution. Mr. Horve stated that there are two courtrooms; Mr. Grist and Mr. Harlow are each an anchor in one of the courtrooms. Mr. Horve noted that he handles the overflow, though his role is mostly in investigations.

Mr. Horve indicated that the Unit works with all drug units in McLean County in an advisory capacity, including the investigations. He stated that they work with informants who are interested in making "deals" for lighter sentences. He stressed that they do not make deals with people who have committed serious crimes. Mr. Horve noted that they help the Police draft search warrants and overhear orders. He added that they are on call 24/7. When a person is charged and goes to Court, the Unit works with the screening people and other support areas, such as the Public Defender's Office, to see if that person would be eligible for the Drug Court Program to get extensive treatment and away from drugs.

Mr. Yoder advised that community members often wonder what is the nature of the gang problem in the community. He asked Mr. Horve if the gang problem has escalated. Mr. Horve replied that the gang problem is consistent. He noted that there are spikes at various times, but it has not spiked recently.

Mr. Yoder advised that next month he will bring in his Children's Advocacy Attorney to talk about her work with the Children's Advocacy Center.

Chairman Renner asked if there were any questions. Hearing none, he thanked Mr. Yoder.

Chairman Renner presented the November 2008 Monthly Caseload Report as submitted by Ms. Amy Davis, Public Defender. There were no questions on the report.

Ms. Lori McCormick, Director, Court Services, presented a request for approval of an agreement between Secure Alert, Inc. and McLean County for Electronic Monitoring and Associated Services. She explained that Secure Alert Inc. made a presentation of their electronic monitoring devices and services to representatives of the County on December 10, 2008. Based upon that presentation and a comparison of other companies, Ms. McCormick recommended that the County enter into an agreement with Secure Alert Inc. With this agreement, McLean County can have available to both Adult and Juvenile Court Service Departments an alternative to detention in the form of electronic monitoring.

Ms. McCormick advised that Chief Judge Elizabeth Robb informed her that she will be discussing, with the Judiciary at their monthly meeting on Wednesday, January 7, 2009, an order establishing reasonable fees to defray the costs of electronic monitoring. Ms. McCormick stated that there has been collaboration between County Administration, the Judiciary, and Court Services to establish appropriate fees to cover the direct and indirect costs associated with electronic monitoring.

Ms. McCormick indicated that the Cindy Bischoff Law became effective January 1, 2009. She explained that this, under this law, the judiciary has the ability to order electronic monitoring on individuals who have violated Orders of Protection. The law was passed by the Legislature in the summer of 2008 following a domestic violence situation that occurred in the spring of 2008 when Cindy Bischoff was killed by an ex-boyfriend.

Ms. McCormick advised that McLean County must be prepared to implement electronic monitoring if ordered to do so by the Courts. She noted that McLean County is the only County in the Eleventh Judicial Circuit that does not have electronic monitoring. Ms. McCormick indicated that the type of electronic monitoring that is being requested and that is referred to in the law is global positioning, where you have to be able to know where that person is at all times. Secure Alert has the ability to work without a land-line in the offender's home. The equipment has a cell phone in the ankle bracelet, which is one way the person is tracked. In addition, the person is tracked with a beacon that is placed in their home or at work.

Mr. Wendt asked if there is an alert if someone tries to take off the bracelet. Ms. McCormick replied that there is a large alert, as well as the ability to speak to the person through the monitor. She stated that there are exclusion zones and inclusion zones. If the person is not supposed to be someplace and starts to go there, an alarm is sounded. The system also has the ability to make a call to the victim if necessary.

Ms. McCormick cautioned that using this system does not mean that everything will be perfect. It is simply another type of program that can be offered.

Ms. McCormick advised that the system is \$210.00 per month, per unit, which is approximately \$7.00 per day. She noted that they do not expect someone to be on electronic monitoring for an extended period of time.

Ms. McCormick stated that a set-up fee and a per diem fee will be charged to the perpetrator.

Mr. Wendt expressed his opinion that the electronic monitoring system may help alleviate the jail overcrowding.

Motion by Hoselton/Rankin to Recommend Approval of an Agreement between Secure Alert, Inc. and McLean County for Electronic Monitoring and Associated Services.

Motion carried.

Ms. McCormick presented the Court Services Department Monthly Report. She indicated there was nothing specific to report. Ms. McCormick indicated that the year-end report will be available in the next couple of month.

Chairman Renner asked if there were any additional questions or comments. Hearing none, he thanked Ms. McCormick.

Ms. Judy Renner, Director, Children's Advocacy Center, reviewed the Children's Advocacy Center Monthly Statistical Report and the CASA Report. She stated that there is nothing specific to highlight. She reported that, on the Children's Advocacy Center side, fewer children were seen than last year, with a total of 271 children as opposed to 318 children last year. On the CASA side, through November, 162 children have been served.

Chairman Renner asked if there were any questions or comments on the CAC Monthly Statistical Report or the CASA Report. Hearing none, he thanked Ms. Renner.

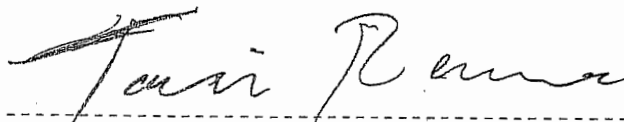
Chairman Renner presented the December 31, 2008 Justice Committee bills for review and approval as transmitted by the County Auditor. The Justice Committee bills include a Pending Total of \$1,308.88 and a Prepaid Total of \$2,925,502.18 for a Fund Total of \$2,925,502.18.



DATE 1/05/09  
 TIME 15:41:33  
 Justice Committee

FINANCIAL SYSTEM  
 MCLEAN COUNTY BOARD COMMITTEE REPORT  
 AS OF 12/31/2008  
 EXPENDITURE SUMMARY BY FUND

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0001	GENERAL FUND	\$1,308.88	\$2,336,678.70	\$2,337,987.58
0129	CHILDREN'S ADVOCACY CNTR		\$53,548.24	\$53,548.24
0135	TORT JUDGEMENT		\$41,584.70	\$41,584.70
0140	CIRCUIT CLERK AUTOMATION		\$592.00	\$592.00
0141	COURT SECURITY		\$43,543.70	\$43,543.70
0142	COURT DOCUMENT STORAGE		\$18,137.36	\$18,137.36
0143	CHILD SUPPORT COLLECTION		\$5,126.67	\$5,126.67
0146	ADULT PROBATION SERVICES		\$1,212.79	\$1,212.79
0152	ASSET FORFEITURE-SAO		\$50.87	\$50.87
0153	DARE PROGRAM FUND		\$725.33	\$725.33
0154	SHERIFFS DONATION FUND		\$1,130.32	\$1,130.32
0155	ASSET FORFEITURE-SHERIFF		\$675.77	\$675.77
0156	IDPA IV-D PROJECT		\$34,632.60	\$34,632.60
0160	MULTIDISCIPLINARY DV GRNT		\$32,871.18	\$32,871.18
0450	ETSB SURCHARGE FUND/E-911		\$130,140.28	\$130,140.28
0452	METRO COMMUNICATIONS CTR		\$216,010.38	\$216,010.38
0506	LAW LIBRARY		\$7,532.41	\$7,532.41
COMMITTEE REPORT TOTALS		\$1,308.88 =====	\$2,924,193.30 =====	\$2,925,502.18 =====

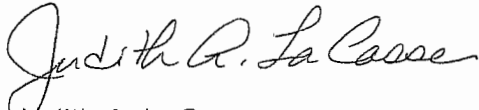
  
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 COMMITTEE CHAIRMAN

Motion by Rankin/Hoselton to Recommend Approval of  
 the Justice Committee Bills as of December 31, 2008,  
 as transmitted by the County Auditor.  
 Motion carried.

Justice Committee  
January 6, 2009  
Page Eleven

Chairman Renner asked if there was any other business or communication for the Justice Committee. Hearing none, the meeting was adjourned at 5:18 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Judith A. LaCasse". The signature is written in black ink and is positioned above the printed name.

Judith A. LaCasse  
Recording Secretary

## Minutes of a Special Meeting of the Justice Committee

The Justice Committee of the McLean County Board met on Tuesday, December 16, 2008, at 8:45 a.m. in Room 400 of the Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Renner; Members Wendt, McIntyre, Rankin

Members Absent: Members Rackauskas and Hoselton

Staff Present: Mr. John Zeunik, County Administrator; Mr. Terry Lindberg, Assistant County Administrator and Ms. Judith A. LaCasse, Recording Secretary

Department Heads/  
Elected Officials

Present: Ms. Lori McCormick, Director, Court Services

Others Present: None

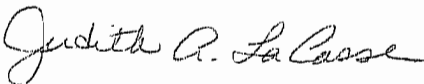
Chairman Renner called the meeting to order at 8:49 a.m.

Chairman Renner advised that the contract for the Redeploy Illinois Grant, which was to be considered at the Stand-up meeting, will be pulled from the Board Agenda as the contract was not received.

Ms. Lori McCormick, Director, Court Services, stated that the Illinois Department of Human Services has not forwarded the contracts due to difficulties in Springfield at this time. She indicated that the Department of Human Services informed her that all contracts are being reviewed.

Chairman Renner asked if there was any other business or communication for the Justice Committee. Hearing none, the meeting was adjourned at 8:51 a.m.

Respectfully submitted,



Ms. Judith A. LaCasse  
Recording Secretary

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## Minutes of the Land Use and Development Committee

The Land Use and Development Committee of the McLean County Board met on Thursday January 8, 2008 at 4:45 p.m. in Room 400, Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Gordon, Members Cavallini, Rankin, Segobiano and Soeldner

Members Absent: Member Ahart

Other Board Members Present: None

Staff Present: Mr. Terry Lindberg Assistant County Administrator, Mr. Bill Wasson, Director of Administrative Services and Ms. Diana Hospelhorn Recording Secretary

Department Heads/  
Elected Officials  
Present: Mr. Phil Dick, Director, Building and Zoning

Others Present: Mr. Jerry Stokes, Assistant County Engineer, Mr. Mike Behary, County Planner, Department of Building and Zoning

Chairman Gordon called the meeting to order at 4:48 p.m.

Chairman Gordon presented the Minutes of the December 4, 2008 Meeting to the Committee for approval. Hearing no objections or corrections, Chairman Gordon accepted and placed the minutes on file as submitted.

Chairman Gordon presented the bills from December 31, 2008 which have been reviewed and recommended for transmittal to the Land Use and Development Committee by the County Auditor. The prepaid total and fund total for December 31, 2008 is \$18,266.05. He asked for a motion to approve the bills as presented by the County Auditor.

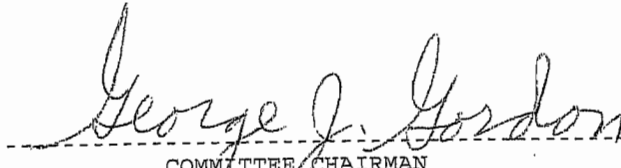
Minutes of the Land Use and Development Committee Meeting  
 January 8, 2009  
 Page Two

DATE 1/08/09  
 TIME 14:05:27  
 Land Use Committee

FINANCIAL SYSTEM  
 MCLEAN COUNTY BOARD COMMITTEE REPORT  
 AS OF 12/31/2008  
 EXPENDITURE SUMMARY BY FUND

PAGE 1  
 COMREPR  
 AUD7

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0001	GENERAL FUND		\$18,266.05	\$18,266.05
COMMITTEE REPORT TOTALS		=====	\$18,266.05 =====	\$18,266.05 =====

  
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 COMMITTEE CHAIRMAN

Motion by Segobiano / Rankin to recommend approval of the December 31, 2008 bills as presented by the County Auditor.  
 Motion carried.

Chairman Gordon informed the Committee that there are no Items for Action.

Chairman Gordon stated that the first Item for Information is the Department of Building and Zoning Activities. He asked Mr. Phil Dick, Director of Building and Zoning to address the Committee.

Mr. Dick distributed copies of the McLean County Zoning Ordinance and the McLean County Subdivision Ordinance to the Committee. He stated that the Department of Building and Zoning regulates non-farm development in the unincorporated area of McLean County. He explained that zoning is what can be done on a property and Subdivision is how the property is divided up. This is done through the Zoning Ordinance, the Subdivision Ordinance and the Comprehensive Plan. The County Comprehensive Plan is being updated and is in the final stages of a comprehensive amendment. He pointed out that under Illinois Statute you are not required to approve developments consistent with your Comprehensive Plan although the County makes every attempt to do that. This gives the County more authority in terms of the right to say "yes" or "no" to development.

Mr. Dick referred the Committee to the County Zoning Ordinance. He noted that zoning relates to the regulation of how a property or structure can be used and where improvements can be made on a property. Incorporated with zoning is the Flood Plain Regulations. The County does have Flood Plain Regulations that are consistent with what the Federal Emergency Management Agency (FEMA) requires. Zoning Applications include variances, special uses, text amendments and zoning map amendments. Public hearings for zoning cases are held before

the Zoning Board of Appeals (ZBA). All zoning cases are decided by the County Board after receiving Findings of Fact and Recommendations from the ZBA.

Mr. Soeldner asked if each County had their own Zoning Ordinance. Mr. Dick answered that each County does have their own individual Zoning Ordinance. He pointed out that the authority granted to Counties is provided through State Statute. Home Rule Municipalities have more power than do the Counties

Mr. Dick explained that subdivision cases involve the division of land into more than one part in order for it to be developed or conveyed. Subdivision cases are decided by the County Board after review by the Land Use and Development Committee. A public hearing for a subdivision case and notice of the public hearing, published in the newspaper, is required if a street or alley is vacated or if a proposed subdivision has a preliminary plan. Notice of the public hearing must also be sent to property owners within 250 feet of the property. Mr. Dick continued to explain the process once the subdivision's preliminary plan has been approved. After all construction is completed, to the satisfaction of the County Engineer, a letter of credit for 15% of the total cost of construction is held by the County for two years. After two years, an inspection is completed of the construction. When necessary improvements are made, the 15% letter of credit is released. The letter of credit may be held much longer than the two years, because the subdivision has remaining punch list items not completed to the satisfaction of the Township Road Commissioner and/or the County Engineer.

Mr. Segobiano asked Mr. Dick to explain to the Committee the process used by the County to take over the roads of newly developed subdivisions. Mr. Dick stated that until the subdivision has been completed to the Satisfaction of the County Engineer, the roads in that subdivision are not the responsibility of the Township or the County.

Chairman Gordon introduced Mr. Jerry Stokes, Assistant County Engineer for further comments. Mr. Stokes explained that once the roads are inspected and have been accepted by the County Engineer and the Township Commissioner, they are maintained by the Township. If the City annexes the subdivision, the roads are then the responsibility of the City of Bloomington.

Mr. Soeldner asked why some subdivisions are curb and gutter and some are not. Mr. Dick answered that curb and gutter was adopted in 1999.

Mr. Dick continued to go through the Zoning Ordinance familiarizing the Committee with where standards and regulations can be found.

Mr. Soeldner asked what, apart from testimony, does the Zoning Board of Appeals (ZBA) use when making their decisions. Mr. Dick answered that, to a large extent, they rely on staff to interpret what the Zoning Ordinance says. If someone does not agree with the Department of Building and Zoning, they can appeal the

decision to the Zoning Board of Appeals. The ZBA would then have to make the interpretation.

Mr. Rankin asked if anything existed for the general public, such as "most frequently asked questions" or is the Zoning Ordinance the only reference. Mr. Dick stated that there is a pamphlet available. Mr. Lindberg, Assistant County Administrator stated that the brochure deals with the procedures. There are risks in trying to reduce the law to a summary. The County has the responsibility to comply with the entire law. The Department of Building and Zoning encourages the public to call the office or, for more difficult cases, come into the office with any questions they might have.

Mr. Dick continued with the McLean County Subdivision Ordinance explaining the first part is procedural and the second part is called the "Manual of Practice".

Mr. Dick informed the Committee that Chairman Gordon, County Board Member Diane Bostic, the McLean County Soil and Water Conservation District and the Natural Resources Conservation Service (NRCS) and he are members of the Heartland of Illinois RC&D (Resource, Conservation and Development Area). McLean County works with DeWitt, Macon, Moultry, Piatt, and Shelby Counties in the Heartland RC&D. This group of counties works with the U.S. Department of Agriculture on projects of common interest. Periodically, the Committee will receive information on the Heartland of Illinois RC&D.

Mr. Dick noted that the Department of Building and Zoning also helps coordinate federal and state funding for rural public transportation delivered by Show Bus to rural residents in McLean, Livingston, Ford and Iroquois Counties. He stated that funding for Show Bus goes through the Finance Committee.

Mr. Cavallini stated that he has been approached by an organization called "Pour" as a result of the City of Bloomington's decision to explore for water sources. He asked if this is something that will require any type of zoning regulations. Mr. Dick answered that no zoning approval is required to do water wells in the County. There is concern if the City does put in a large well that would draw down already established wells. Mr. Dick stated that he is working with the Water Department and the City Council to provide a contract stating the City of Bloomington will make right any problems that they create and if it is a long term problem, that they provide new wells and or some other remediation.

Chairman Gordon asked if there were any other items of information that needed to come before the Committee.

Mr. Lindberg noted that the County Board has approved a Contract with General Code Publishers to standardize the structure of the County Code. The Zoning Ordinance is Chapter 40 and the Subdivision Ordinance is Chapter 36 of the County Code. When General Code is finished, the County Code will be uniform,

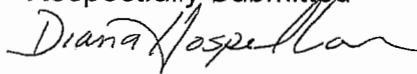
easier to update, easier to see electronically and easier to search by key words. The project should be completed in 2009.

Chairman Gordon stated that the next item of information is to discuss a time for a field trip of County development areas.

Mr. Dick stated that Apollo Acers, Deer Ridge, Crestwicke, Charter Wood Farms and possibly Lake Bloomington are the areas the Committee would visit. Mr. Eric Schmitt, County Highway Engineer, is interested in the Transportation Committee going also. Mr. Dick noted that a Show Bus would be used to transport the Committees. Friday, February 13, 2009 or Friday, March 13, 2009 were the dates tentatively set. Mr. Stokes will check with Mr. Schmitt and notify the Mr. Dick.

Chairman Gordon asked if there were other items of information to come before the Committee. Hearing none he adjourned the meeting at 6:00 p.m. He stated that the next Land Use and Development Committee meeting will be on Thursday, February 5, 2009.

Respectfully Submitted



Diana Hospelhorn  
Recording Secretary



**TRANSPORTATION COMMITTEE**

Member Hoselton presented the following:

Combined Annual Appropriation and Budget Ordinance  
 McLean County Highway Department Fund 0120  
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0120; and,

WHEREAS, the price of diesel fuel and gasoline exceeded the amount budgeted in the Fiscal Year 2008 budget due to the high per gallon prices; and,

WHEREAS, the cost of diesel fuel and gasoline has exceeded the budget amount in line item 0120-0055-0056-0608-0001 and an expense of \$312,000.00 is necessary to cover these expenses for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Fund's Unappropriated fund balance of fund 0120; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the Unappropriated Fund balance of the McLean County Highway Department Fund 0120 in the amount of \$87,000.00 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Unappropriated Fund Balance 0120-0055-0056-0400-0000	\$ 100,000.00	\$87,000.00	\$187,000.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0120, Highway Department 0055;

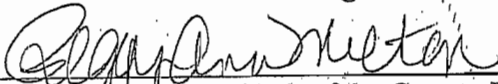
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Gasoline/Oil/Diesel Fuel 0120-0055-0056-0608-0001	\$225,000.00	\$87,000.00	\$312,000.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

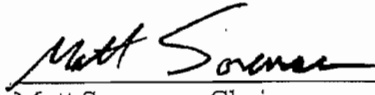
ADOPTED by the McLean County Board the 20th day of January 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman  
McLean County Board

Members Hoselton/Caisley moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0120, McLean County Highway Department 055. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Amending the McLean County Fiscal Year 2008  
 Combined Annual Appropriation and Budget Ordinance  
 McLean County Highway Department Fund 0122  
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0122; and,

WHEREAS, the Illinois Department of Transportation has billed us for our share of a Federal Aid project on County Highway 70 that was built in 2006; and,

WHEREAS, the money needed to cover this Fiscal Year 2006 Construction cost exceed the budget amount in line item 0122-0055-0056-0810-0001 and an expense of \$221,278.76 is necessary to complete construction for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee, at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Matching Tax Fund's Unappropriated fund balance of fund 0122; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the Unappropriated fund balance of the McLean County Highway Department Fund 0122 in the amount of \$115,778.76 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Unappropriated Fund Balance 0122-0055-0056-0400-0000	\$ 0.00	\$115,778.76	\$115,778.76

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0122, Highway Department 0055;

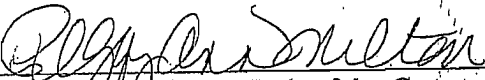
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Const. Roads/Bridges/Culverts 0122-0055-0056-0810-0001	\$95,500.00	\$115,778.76	\$211,278.76

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

ADOPTED by the McLean County Board the 20th day of January 2009.

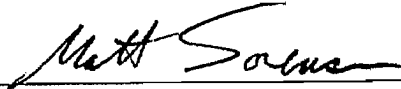
ATTEST:

APPROVED:



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



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Matt Sorensen, Chairman  
McLean County Board.

Members Hoselton/Wollrab moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, McLean County Highway Department Fund 0122, McLean County Highway Department 055. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated the General Report can be found on pages 201-210.

## Minutes of the Transportation Committee

The Transportation Committee of the McLean County Board met on Tuesday, January 6, 2009 at 8:00 a.m. in Room 404, Government Center, 115 East Washington Street, Bloomington, Illinois.

Members Present: Chairman Hoselton, Members Caisley, Cavallini, Soeldner and Wollrab

Members Absent: Member McIntyre

Other Members Present: None

Staff Members Present: Mr. John Zeunik, County Administrator, Mr. Terry Lindberg, Assistant County Administrator, Mr. Bill Wasson, Director of Administrative Services, Ms. Diana Hospelhorn, Recording Secretary

Department Heads Present: Mr. Eric Schmitt, County Engineer

Others Present: Mr. Jerry Stokes, Assistant County Engineer, Highway Department, Ms. Michelle Anderson, Financial Reporting Specialist, County Auditor's Office, Ms. Linda Olson, McLean County Farm Bureau

Vice Chairman Cavallini called the meeting to order at 8:10 a.m.

Vice Chairman Cavallini stated that the first item for action is approval of the minutes from the December 2, 2008 meeting.

Motion by Caisley/Soeldner to recommend approval of the minutes from the December 2, 2008 meeting of the Transportation Committee.

Motion carried.

Vice Chairman Cavallini asked the Committee to review the bills for December, 2008. The prepaid total is \$909, 230.92.

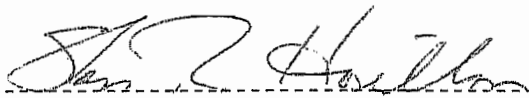
Mr. Soeldner asked for an explanation on the items for food. Mr. Eric Schmitt, County Highway Engineer, explained that when the maintenance crew works 12 hours in one day the union contract states that they receive a \$10.00 meal check.

DATE 1/05/09  
 TIME 9:47:22  
 Transportation Committee

FINANCIAL SYSTEM  
 MCLEAN COUNTY BOARD COMMITTEE REPORT  
 AS OF 12/31/2008  
 EXPENDITURE SUMMARY BY FUND

PAGE 1  
 COMREPR  
 AUD7

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0120	HIGHWAY		\$271,076.86	\$271,076.86
0121	BRIDGE MATCHING FUND		\$23,356.53	\$23,356.53
0122	MCLEAN COUNTY MATCHING		\$115,778.76	\$115,778.76
0123	MOTOR FUEL TAX		\$143,186.81	\$143,186.81
0501	TOWNSHIP MOTOR FUEL TAX		\$355,831.96	\$355,831.96
COMMITTEE REPORT TOTALS		=====	\$909,230.92 =====	\$909,230.92 =====



COMMITTEE CHAIRMAN

Motion by Wollrab/Caisley to recommend payment of the December, 2008 bills, as submitted by the County Auditor.  
 Motion carried.

Vice Chairman Cavallini suggested that the Committee start with the Items of Information. He asked Mr. Eric Schmitt to address the Committee.

Mr. Schmitt reported that construction on the Ropp Road/Invenergy Wind Farm - Section 08-00056-08-SM is complete and final payment has been made. Invenergy has been billed for the extra cost. The project ran over an estimated \$19,000.00 because of low shoulders. Extra rock was needed to bring up the shoulders.

Mr. Soeldner asked for an explanation on the process of billing Invenergy for the overage. Mr. Schmitt explained that it is in the County Highway's Contract with Invenergy to submit a bill for additional costs to Invenergy for payment.

Mr. Schmitt noted that the work on the Equipment Storage Building is complete. Final payment for Change Order #2 has been made. He stated that there will be a Change Order #3. The State Farm Marshall inspected the boilers and found that a shut off and two pressure gauges were required. The 400,000 BTU boiler, used to heat the floor, exceeds the 399,000 BTU requirement. The cost for instillation of the shut off and two pressure gauges is \$1,000.00. Mr. Schmitt suggested that the February Transportation Committee Meeting be held at the Highway Department to give the new Committee Members an opportunity to see the new Equipment Storage Building.

Mr. Schmitt stated that the emergency generator has been installed and tested. An indicator light showing the generator is turned on needs to be installed.

Mr. Schmitt updated the Committee on the East Side Highway Corridor Study. He stated that the December 19, 2008 meeting to review the final corridor report was cancelled because of weather. The meeting has been rescheduled for January 9, 2009. The report will likely be forwarded to the Committee for review in February or March.

(Chairman Hoselton arrived at 8:45 a.m.)

Chairman Hoselton stated that the first item to be presented for action is the Illinois Department of Transportation (IDOT) Audit Report # 74 to be filed with the County Board – Motor Fuel Tax (MFT) - McLean County – January 1, 2007 – December 31, 2007. The account balance as of December 31, 2007 was \$2,179,955.50.

Motion by Cavallini/Wollrab to recommend approval of  
IDOT Audit Report #74 – Motor Fuel Tax (MFT) McLean  
County – January 1, 2007 – December 31, 2007.  
Motion carried.

Chairman Hoselton stated that the next item for action is the IDOT Audit Report #55 to be filed with the County Board – Township Bridge County Road Districts – January 1, 2007 – December 31, 2007. The account balance as of December 31, 2007 was \$195,746.88.

Motion by Cavallini/Wollrab to recommend approval of  
IDOT Audit Report #55 – Township Bridge County Road  
Districts – January 1, 2007 – December 31, 2007.  
Motion carried.

Chairman Hoselton stated that the next item to be presented for action is the IDOT Audit Report # 55 to be filed with the County Board – Motor Fuel Tax (MFT) – County Road

Districts – January 1, 2007 – December 31, 2007. The account balance as of December 31, 2007 was \$2,489,867.26.

Motion by Cavallini/Wollrab to recommend approval of IDOT Audit Report #55 – Motor Fuel Tax (MFT) County Road District – January 1, 2007 – December 1, 2007.  
Motion carried.

Chairman Hoselton stated that the next item for action is an Emergency Appropriation Ordinance for County Highway Fund 0120 and County Bridge Matching Fund 0122.

Mr. Cavallini stated that several Emergency Appropriations are received throughout the year. Mr. Cavallini asked, is the money available to cover these Emergency Appropriations. Mr. John Zeunik, County Administrator, explained that the two Highway Funds (Fund 0120 and Fund 0122) are financially in good shape with more than sufficient funds available in the unappropriated fund balance to cover the two ordinances. Overall, most to the County's operating funds are doing very well. Ms. Rebecca McNeil, County Treasurer, presented a report this month to the Finance Committee for the County's General Fund. She reported that the fund balance in the General Fund is still healthy and strong, even with the decreased Sales Tax revenue. Interest on investments is less this year than in prior years. Activity in the Department of Building and Zoning is also significantly lower than in prior years. Overall, the County's financial position is still very healthy.

Ms. Wollrab asked how the funds would be satisfied if the Emergency Appropriation Ordinances were not approved. Mr. Zeunik explained that the Emergency Appropriation Ordinances are intended to correct a budget issue, to bring the budget in line with the expenses. If not approved, the final report would show these lines items were over spent but because there is a balance in the fund, the outside audit in June would show a deficit in the fund at year-end and a reduction in the fund balance.

Mr. Schmitt added that the reason for the Emergency Appropriation Ordinances for these funds is directly related to the increased cost of materials, gasoline, and diesel fuel.

The amendments for the McLean County Highway Department Fund 0120 are as follows:

	<u>Adopted</u>	<u>Add</u>	<u>Amended</u>
County Highway Department Unappropriated Fund Balance 0120-0055-0056-0400-0000	\$100,000.00	\$87,000.00	\$187,000.00



	<u>Adopted</u>	<u>Add</u>	<u>Amended</u>
County Highway Department Gasoline/Oil/Diesel Fuel 0123-0055-0056-0820-0001	\$225,000.00	\$87,000.00	\$312,000.00

Motion by Cavallini/Wollrab to recommend approval of the Emergency Appropriation Ordinance Amending the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance for the County Highway Fund 0120.  
 Motion carried.

The amendments for the McLean County Highway Department Fund 0122 are as follows:

	<u>Adopted</u>	<u>Add</u>	<u>Amended</u>
County Highway Department Unappropriated Fund Balance 0122-0055-0056-0400-0000	\$0.00	\$115,778.76	\$115,778.76

	<u>Adopted</u>	<u>Add</u>	<u>Amended</u>
County Highway Department Const. Roads/Bridges/Culverts 0122-0055-0056-0810-0001	\$95,500.00	\$115,778.76	\$211,278.76

Motion by Soeldner/Wollrab to recommend approval of the Emergency Appropriation Ordinance Amending the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance for the Bridge Matching Fund, Fund 0122.  
 Motion carried.

Chairman Hoselton stated that the next item for action is the Resolution and Letting Results from the December 23, 2008 County and Township 2009 Motor Fuel Tax (MFT) Maintenance Sections and County 2009 Non-MFT Section.

Mr. Schmitt recommended that the Committee award the following materials and contracts:

2009 MFT Maintenance Sections:

McLean County	Sec 09-00000-00-GM	GR 4
The successful bidders on the above section were:		
Valley View Industries	\$7.50 per Ton	\$45,000.00
8785 E 2500 North Rd, Cornell, IL 61319		(McDowell / Fairbury)
Prairie Materials	\$7.65 per Ton	\$45,900.00
15887 E 1200 North Rd, Pontiac, IL 61764		(Eppards Point)

Carri Scharf Materials	\$9.25 per Ton	\$55,500.00
7 Carri Dr, Bloomington, IL 61705		(Heyworth)
Stark Materials	\$9.75 per Ton	\$58,500.00
1805 W Washington St, Bloomington, IL 61701 (Sholty Pit)		
Rowe Construction Co,	\$10.50 per Ton	\$63,000.00
a Div of RA Cullinan and Son, Inc, 1523 N Cottage Ave,		
PO Box 609, Bloomington, IL 61702-0609		(Carmichael)

McLean County                      Sec 09-00000-00-GM                      GR 4A

The successful bidders on the above section were:

Carri Scharf Materials	\$12.25 per Ton	\$12,250.00
7 Carri Dr, Bloomington, IL 61705		(Rt 9)
Rowe Construction Co,	\$9.00 per Ton	\$9,000.00
a Div of RA Cullinan and Son, Inc, 1523 N Cottage Ave,		
PO Box 609, Bloomington, IL 61702-0609		(Carmichael)

McLean County                      Sec 09-00000-00-GM                      GR 5

The successful bidders on the above section were:

Prairie Materials		\$2,700.00
15887 E 1200 North Rd, Pontiac, IL 61764		(Eppards Point)
Valley View Industries		\$2,730.00
8785 E 2500 North Rd, Cornell, IL 61319		(Fairbury)

McLean County                      Sec 09-00000-00-GM                      GR 7

The successful bidder on the above section was:

River City Supply	(Rowe Yard / Downs Plant)	\$8,000.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609		

McLean County                      Sec 09-00000-00-GM                      GR 8

The successful bidder on the above section was:

McLean County Asphalt Co, Inc		\$4,425.00
1100 W Market St, Bloomington, IL 61701		

Arrowsmith Road                      Sec 09-03000-00-GM                      GR14

The successful bidder on the above section was:

Limestone Transit Co		\$17,325.00
1206 W Oak St, PO Box 80, Fairbury, IL 61739		

2009 Non-MFT Maintenance Sections:

McLean County                      Sec 2009 Non-MFT                      GR 6

The successful bidder on the above section was:

Prairie Materials	(Eppards Point)	\$11,250.00
15887 E 1200 North Rd, Pontiac, IL 61764		

McLean County                      Sec 2009 Non-MFT                      GR 19

The successful bidders on the above section were:

Carri Scharf Materials	\$5,250.00
7 Carri Dr, Bloomington, IL 61705	
Stark Materials                      (Sholty Pit)	\$5,250.00
1805 W Washington St, Bloomington, IL 61705	
Prairie Materials                      (Eppards Point)	\$6,500.00
15887 E 1200 North Rd, Pontiac, IL 61764	
Rowe Construction Co,                      (Carmichael)	\$6,750.00
a Div of RA Cullinan and Son, Inc,	
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609	
Valley View Industries                      (McDowell Quarry)	\$7,700.00
8785 E 2500 North Rd, Cornell, IL 61319	

Motion by Cavallini/Caisley to recommend approval of the Resolution and Letting Results from the December 23, 2008 County and Township 2009 Motor Fuel Tax (MFT) Maintenance Sections and County 2009 Non-MFT Section.  
Motion carried.

Chairman Hoselton stated that the next item for action is the Saybrook/Arrowsmith Rd – CH36 – Sec 07-00045-03-BR – Hart Bridge Agreement for Federal Participation.

Mr. Schmitt pointed out the Hart Bridge on the County map. He stated that the Hart Bridge is posted at 22 tons and is one of the County's two currently posted Bridges. The total cost of the project is \$560,000.00, 80 percent (\$448,000.00) Federal Funds and 20 percent (\$112,000.00) County Funds.

Motion by Cavallini/Soeldner to recommend approval of the Saybrook/Arrowsmith Rd – CH36 – Sec 07-00045-03-BR – Hart Bridge Agreement for Federal Participation.  
Motion carried.

Chairman Hoselton noted that the next item for action is the Resolution Extending Section 2007 Non-MFT Pipe Culvert Contract with Contech Construction Products.

2007 Non-MFT Maintenance Section:

The successful bidder on the above section was:

Contech Construction Products	\$261,908.60
1509 W Mt Vernon, Metamora, IL 61548	

Mr. Schmitt stated that the 2007 pipe culvert contract with Contech Construction Products has a special provision stating "Upon mutual consent between the County and the successful bidder these prices may be extended annually for the next two calendar years. This mutual agreement shall be in writing." Contech has offered to extend their prices for 2009. Steel prices continue to rise and Mr. Schmitt recommended that we extend the contract with Contech Construction Products. Mr. Schmitt explained that the County has a stock of various sizes of pipe culvert. The Highway Department uses the pipe culverts for County projects and also sells the pipe to County Townships.

Motion by Caisley/ Wollrab to recommend approval  
of the Resolution Extending Section 2007 Non-MFT  
Pipe Culvert Contract with Contech Construction Products.  
Motion carried.

Chairman Hoselton stated that the last item for action is a Resolution for Stimulus Program Projects.

Mr. Schmitt presented the Stimulus Program to the Committee. He informed the Committee that the National Association of Counties (NAC) is also working with the State and local governments and Congress to help promote these projects. The projects are as follows:

1. Section 05-00071-04-RP Towanda Over Pass (CH 29) at Interstate 55:

Total Project Cost =	\$2,310,000
State Road Funds =	\$ 296,000
County Funds =	\$ 166,000
Stimulus Funds Needed =	\$1,848,000

Project Description: Removal and replacement of the existing concrete pavement.

2. Section 07-00058-06-WR Horse Farm Road (CH 21) from the LeRoy Spur to US Route 136:

Total Project Costs =	\$850,000
TARP Funds =	\$156,900
County Funds =	\$ 13,100
Stimulus Funds =	\$680,000

Project Description: Bituminous overlay that will upgrade the road to 80,000lb access.

3. Section 07-00113-04-FP Towanda-Barnes (CH 29) from Fort Jesse Road to Raab Road:

Total Project Costs =	\$5,250,000
County Funds =	\$1,050,000
Stimulus Funds Needed =	\$4,200,000

Project Description: Improving the existing 2 lane roadway to 5 lane roadway with new signals at Raab Road.

4. Section 07-00073-09-WR Pipeline Road (CH 31) from Ziebarth Road to Hudson Road (CH 12):

Total Project Costs =	\$1,350,000
County Funds =	\$ 270,000
Stimulus Funds Needed =	\$1,080,000

Project Description: Bituminous widening and over lay.

The County Funds are calculated based on the typical 20% match that is required for Federal Funding.

Mr. Cavallini asked what group would review this Stimulus Package if approved. Mr. Zeunik replied that Metro Counties, which handles lobbying for the County in Springfield, is working with the Congressional Delegation. He stated that Chairman Sorensen is drafting a letter to Senator Durbin, Congressman Johnson and Congressman Halvorsen advising them that, if there is a Federal package approved and Illinois receives any money, these are the projects we would like to see included for McLean County. The main criterion is they are looking for projects that are "shovel ready" in 2009. They want to be able to let these projects and begin construction immediately, in order to provide an opportunity to upgrade and improve infrastructure and also opportunities for employment. He informed the Committee that the County is also looking at other infrastructure improvements beyond what the Highway Department has recommended.

Chairman Hoselton suggested that Mr. Sorensen also contact Ray LaHood, President-elect Barack Obama's nominee for Secretary of Transportation.

Mr. Schmitt noted that out of the four projects, the plans for the Towanda Overpass and the Horse Farm Road are completed and the Pipeline Road plans are about 50% completed.

Motion by Cavallini/Wollrab to recommend  
Approval of the Resolution for Stimulus Program  
Projects.  
Motion carried.

Mr. Schmitt informed the Committee that, during the ice storm, there was an accident on the Dawson Lake Road on one of the bridges. A pick up truck hit the railing causing damage to the railing. No one was hurt. The bridge is closed until the work is completed. The driver's insurance is responsible for the cost of the repairs to the guard railing. The project will be completed in approximately 3 weeks.

Mr. Schmitt reported to the Committee the status of the County's Salt Supply. Since November 30, 2008, the Highway Department has used 3760 tons of salt. We started the year with approximately 1500 tons in storage and have 7500 tons guaranteed by contract for a total of 9000 tons guaranteed. The 3760 tons is 42% of the guaranteed salt supply for the winter. In past years, the Department was guaranteed to get 130% of the 7500 ton, but this year it has been changed. Once the Department uses 100% of the contract amount, it is based on availability and the price is not guaranteed. The Department may be able to purchase an additional 2250 tons if it is available from the supplier. He stated that they have started mixing FA-1 (course sand) with salt at a 50/50 ratio in an effort to conserve and extend our salt supply for the year. Mr. Schmitt noted that the cost for a ton of sand is about 10% of the cost for a ton of salt.

Ms. Wollrab asked if the sand causes a problem once the ice and snow is melted. Mr. Schmitt explained that the County does not use sand on the Towanda Barnes Road where there is curb and gutter. This prevents the sand from getting into the storm sewers. Mr. Schmitt stated that liquid calcium chloride is the best for melting ice. The temperature melting level is much lower than just salt. Salt has to have liquid to melt the ice. He stated that the Department is doing some investigation into salt brine, a liquid salt that the County would produce themselves. The County would only need to purchase the equipment. Salt brine is much cheaper than liquid calcium chloride.

For the benefit of the new Committee Members, Mr. Schmitt distributed the McLean County Highway Department 5 Year Plan 2008-2012, a map of the plan and a map showing all of the County Highways.

Mr. Schmitt noted that the new Storage Building is working out well. The building size allows the workers to be able to easily inspect their trucks.

The next meeting of the Transportation Meeting will be held at the McLean County Highway Department, 102 S. Towanda Barnes Road, Bloomington, Illinois on February 5, 2009

Chairman Hoselton asked if there was any other business to come before the Committee. Hearing none, he adjourned the meeting at 9:13 am.

Respectfully submitted,



Diana Hospelhorn  
Recording Secretary

Member Owens presented the following:

RELEASE OF ALL CLAIMS

IN CONSIDERATION of payment in the amount EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND 70/100 (\$88,229.70), (made payable to Cozen & O'Connor as attorneys and agents of the County of McLean) the receipt of which is hereby acknowledged, THE COUNTY OF McLEAN and the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, on their own behalf and on behalf of their successors, assigns, agents, employees, parents and subsidiaries; and related entities hereinafter referred to as "Releasing Parties", through their authorized representatives, do hereby release, acquit and forever discharge ILLINOIS POWER COMPANY, AMEREN CORPORATION, their insurer, AEGIS INSURANCE COMPANY, and their agents, servants, employees, owners, officers, directors, related and affiliated companies, and anyone acting on their behalf, (hereinafter referred to as the "Released Parties"), from any and all liability, damages, claims or actions arising out of a fire loss that occurred on June 15, 2003 located at The McLean County Law & Justice Center, 104 W. Front Street, Bloomington, Illinois (hereinafter referred to as the "incident") and that were brought or could have been brought in the lawsuit captioned Hartford Insurance Company of Illinois, as subrogee of The County of McLean, et al. v. Illinois Power Company, McLean County Court File No. 04.L 83.

The Releasing Parties specifically release the Released Parties from liability for any damages to property, repair of property, diminished value of property, loss of use of property, business interruption, lost revenues, debris removal, actual or punitive damages, incidental or consequential damages, damages in subrogation, attorneys' fees, and any other damages of any kind whether now known, unknown, or that may hereafter develop, as well as any accrued claims, or claims hereafter accruing, known or unknown which the Releasing Parties assert or

could assert, or may hereafter assert, in connection with, arising from, or related in any way to the incident.

As further consideration for the payment specified above, The County of McLean and the Public Building Commission Of McLean County agree to indemnify Illinois Power Company, Ameren Corporation and their insurers, Aegis Insurance Company and hold Illinois Power Company, Ameren Corporation and their insurers, Aegis Insurance Company, harmless from any and all past, present or future claims for expenses of any type or nature whatsoever arising out of the incident that are asserted by, through, on behalf of or under the name of the County of McLean or the Public Building Commission Of McLean County.

The Releasing Parties hereby acknowledge that, by signing this Release and accepting the sum of money Set forth as consideration, they can never make any claim whatsoever against the Released Parties that in any way is related to the incident.

The Releasing Parties further agree and understand that this settlement is a compromise of a disputed claim, that this payment is not to be construed as an admission on the part of the Released Parties of any liability whatsoever in regard to the incident.

The Releasing Parties specifically represent, and state upon their oath, that they have not assigned their respective claims, there are no outstanding claims or liens of any kind or character in any way arising out of the incident, other than the claims now being released and hereafter barred.

The Releasing Parties hereby declare that they fully understand the terms of this settlement and voluntarily accept the aforesaid payment sum for the purpose of making a full and final compromise, adjustment and settlement of all claimed damages, expenses and inconvenience.



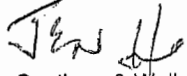


**Risk Management Office  
McLean County**

115 East Washington Street  
Bloomington, IL 61702-2400  
TEL: (309) 888-5940; FAX: (309) 888-5949  
E-MAIL: [jennifer.ho@mcleancountyil.gov](mailto:jennifer.ho@mcleancountyil.gov)

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**Memo To:** Ben Owens, Chairman  
Members, Finance Committee

**From:** Jennifer Ho   
c.c. R. Neiryck, Costigan & Wollrab, PC  
Gary Nelson, Heyl Royster Voelker & Allen  
John Zeunik, County Administrator

**Date:** December 24, 2008

**Subject:** Settlement of Fire Claim from June 15, 2003

The settlement agreement for an amount of \$ 88,229.79 is presented for your approval. This is in accordance with the authority from the Finance Committee granted at its June 10, 2007 Executive meeting to allow the County to be part of the suit filed by the Westfield Insurance Company and the Hartford Insurance Company against Ameren IP for the fire loss at the Law & Justice Center on June 15, 2003. We are strongly recommending your approval.

At that meeting staff and counsels, Bob Neiryck of Costigan & Wollrab, PC and Gary Nelson, Heyl Royster Voelker & Allen, were authorized to negotiate and accept settlement reached on behalf of the County, with the understanding that the settlement will be brought back to the Finance Committee for approval. The County is represented by Cozen O'Connor, which represented Westfield Insurance Company, the main driver on the combined suits.

The case was mediated on December 15, 2008. Westfield Insurance Company insured property interests of the Public Building Commission as landlord while the Hartford Insurance Company insured the County's interests as tenant. The Westfield Insurance Company presented a claim of \$ 3,860,000, while the Hartford Insurance Company presented its claim of \$ 1,339,410.29 and the County presented a claim of \$ 170,000 for a total claim of \$ 5,369,410.29 against Ameren IP. A settlement for the amount of \$ 2.8 million was reached for which the County received \$ 88,229.79.

With this settlement, the claim is concluded with certainty, and with no further need to incur future legal or expert witness expenses, staff time for claims assistance, depositions, or presentation at trial. It also eliminates the possibility of an appeal and its associated costs.

Should you have questions on this matter, please contact me.

DAVID C. WOCHNER  
ROBERT W. NEIRYNCK  
DAWN L. WALL  
ROBERT S. WHITE  
CARRIE L. BOROWSKI  
GEOFFREY B. DODDS  
BRIAN P. GARWOOD

OF COUNSEL  
WILLIAM S. BACH

**COSTIGAN & WOLLRAB, P. C.**

ATTORNEYS AT LAW  
308 EAST WASHINGTON STREET  
POST OFFICE BOX 3127  
BLOOMINGTON, ILLINOIS 61702-3127  
WWW.CWLAWOFFICE.COM  
(309) 828-4310 • FAX (309) 828-4325

Will F. Costigan  
1886-1956

Fred W. Wollrab  
1891-1971

James C. Wollrab  
1919-1989

Paul R. Welch  
1936-2004

December 22, 2008

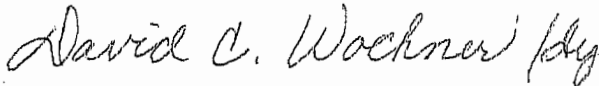
Ms. Jennifer Ho, CPCU  
Risk Manager  
104 West Front St. Room 101  
Bloomington, IL 61702-2400

Dear Jennifer:

Enclosed please find the signed Release of All Claims executed by Bob Rush as chairman of the Public Building Commission. Please send me a copy of this after it has been executed by the County.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.



David C. Wochner

DCW:day  
Enc.

The Releasing Parties further state and warrant that they;

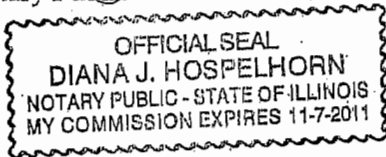
- 1) have carefully read the foregoing Release of All Claims;
- 2) understand the contents of the foregoing Release of All Claims;
- 3) have signed the Release of All Claims under their own free will; and
- 4) have not been influenced in making the settlement by representations of any of the Released Parties.

EXECUTED the 20<sup>th</sup> day of, 2008.

CAUTION: You must read and understand all of the provisions of this Release before signing!

Subscribed to and Sworn to January 2009 THE COUNTY OF McLEAN  
Before me this 20<sup>th</sup> day of ~~December, 2008~~.

Diana J. Hospelhorn  
Notary Public



By: Matt Sorensen

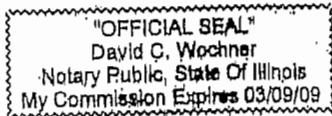
Print Name: Matt Sorensen

Attest: Gregory A. Milton  
McLean County Clerk

THE PUBLIC BUILDING COMMISSION

Subscribed to and Sworn to  
Before me this 19<sup>th</sup> day of December, 2008

David C. Wochner  
Notary Public



By: Robert R. V. Smith, Jr.

Print Name: ROBERT R. V. SMITH, JR.

Members Owens/Hoselton moved the County Board approve a Request Approval of Request Approval to Accept the Settlement Agreement in the amount of \$88,229.79 and Release all Claims related to the June 15, 2003 Law and Justice Center Explosion and Fire. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING THE COUNTY RECORDER OF DEEDS  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the County Recorder of Deeds has appointed a Chief Deputy Recorder; and,

WHEREAS, the County Recorder of Deeds has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder; and,

WHEREAS, the Finance Committee, at its meeting on Monday, January 5, 2009, recommended approval of the request of the County Recorder of Deeds to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder; now, therefore,

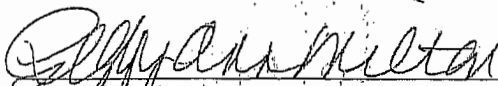
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

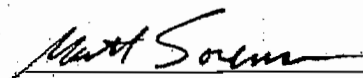
- (1) That the County Recorder of Deeds is hereby authorized to offer a starting salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder.
- (2) That the County Recorder of Deeds is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the Chief Deputy Recorder.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder of Deeds, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of January, 2009.

ATTEST:

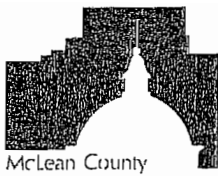
APPROVED:

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

  
 Matt Sorensen, Chairman  
 McLean County Board

Members Owens/Cavallini moved the County Board approve a Request Approval of a Resolution of the McLean County Board Authorizing the County Recorder to Offer a Salary above the Starting Maximum Salary permitted under the County's Personnel Ordinance-County Recorder's Office. Clerk Milton shows Member Cavallini - aye, Member Gordon - aye, Member Hoselton - aye, Member McIntyre - aye, Member Moss - aye, Member Nuckolls - aye, O'Connor - aye, Member Owens - aye, Member Rackauskas - aye, Member Rankin - aye, Member Renner - aye, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - aye, Member Wollrab - aye, Member Ahart - aye, Member Bostic - nay, Member Butler - aye, Member Caisley - aye. Motion Carried.

Member Owens stated the General Report can be found on pages 219-234



H. Lee Newcom  
McLean County Recorder  
115 E. Washington Street, Room M-104  
Post Office Box 2400  
Bloomington, IL 61702-2400  
(309) 888-5170  
(309) 888-5927

Memorandum

January 5, 2009

To: McLean County Board Finance Committee

From: Lee Newcom, County Recorder

Subject: Amy Brooke Chief Deputy Starting Salary

This memo is to accompany my request for County Board approval of a Resolution, authorizing a starting wage above the minimum for the new Chief Deputy Recorder.

**Rationale**

When I took over the Recorder's office 4 years ago, it was recognized that a strong administrator would be needed as Chief Deputy Recorder, given the then troubled financial condition of the office and need to bring in a more permanent professional administrator. I requested and the County Board approved a reclassification of the position to a salary that would attract a qualified administrative talent to the position. With better administration, we achieved a dramatic turnaround in the financial management, with excellent internal and external audits since, and have undertaken several very successful projects to reclaim and improve it's records.

When I was notified last year that my Chief Deputy intended to leave the Recorder's office in December of 2008, Amy Brooke was a temporary employee in the office who, by discussion I was aware, intended on leaving the office in mid-summer as her own business improved. By spring I had been sufficiently impressed with her that I engaged her in discussions with the intention of recruiting her to the Chief Deputy position. Although informing me that she would consider the position, she also expressed a strong desire to know the financial arrangements, given her need to close her business and make severe financial decisions 6 months in advance of the County Board considering a starting salary for her. We discussed increasing her then hourly wage while training and her deserving a starting salary equal to Mr. Everhart's salary.

In May the County Board Finance Committee approved my request to increase her hourly wage to retain her for the position, while training. As part of that discussion, I informed the Committee of my intention to start her at a salary equal to what Mr. Everhart was making. We discussed her similar experience to Mr. Everhart and far superior educational achievement as qualifying her for such consideration. The Committee had appropriately strong questions, but the positive outcome of those discussions assured her and she accepted the position.

**Requested Salary**

Ms. Brooke has administrative experience similar to Mr. Everhart and additionally holds both Bachelors and Masters degrees that he did not. I had previously expressed to the Committee my desire to bring her on at the same salary Mr. Everhart was making in 2008, believing her superior educational achievement merited a higher starting salary than he received. Due to the budget

considerations of this year she has agreed to start at a salary approximately equal to that Mr. Everhart started at 4 years ago. As the steps do not exactly equal those of 2004, I am requesting approval of step 46, \$20.4365 per hour, which is marginally less than but approximately equal to his starting rate of \$20.48 per hour. Due to the considerations of his experience and hers which are comparable, and her superior education, this starting salary is deserved and fair.

### **Budget Considerations**

Long term this starting salary will benefit the county financially as she will be 4 years behind the previous salary in merit/longevity. Additionally, this starting salary above the minimum will not require a budget amendment for 2008 or 2009, because of significant savings that have been achieved in our payroll. This month two veteran 0011 OSS1 Deputy Recorders, at steps 62 and 22, have been replaced with two starting at step 1. In January one OSS2 0012 Lead Deputy Recorder, at step 47, is retiring to be replaced with a step 1. According to the Administrators Office, the savings of these three positions more than compensates for the Chief Deputy starting salary, as opposed to starting her starting at step 1.

### **Administration of the Department**

It is natural for members of the County Board to assume that, having controlled the well documented financial problems of my office before 2004, we are now in a position to require less administrative attention than the previous 4 years. In truth, the mission of the office, the accurate indexing, storage and search-ability of all the real estate records of this county, are still undergoing intense rehabilitation. We are possibly the one county office that uses, on a daily basis, all of our records back to 1831 and many of these records are in very poor condition, a topic we have discussed in the Finance Committee. With the closing and curtailing of private title plants in this county and the deterioration of our current paper book and microfilm holdings, the Recorder's office has and will continue to take on increasing importance to the real estate and commercial financial markets in McLean County. These forces demand we not lose our focus. This is the primary mission of the office not usually publicly understood.

In 2009 we will bring into public availability over 72,000 document records that were stamped and microfilmed but never recorded in the index so that they could be publicly found, covering the years 1984 to 2004. With a current commercial title search covering 100 years and a residential search covering 35 years, these documents are vitally important. We know of an additional over 30,000 documents in similar condition. In early 2009 we will deliver a database totally redacted of Social Security Numbers, one of the first in the state to do so. 2009 also begins digitizing for replacement over 1 million microfilm images currently deteriorating and soon to be lost. Finally, our staff is superb, but young and in need to excellent training and supervision. All of these demands will continue to consume my time and that of the Chief Deputy. The need for excellent administration is as intense as ever for my tenure.

### **Conclusion**

For all of the reasons above, the fairness of the compensation of this employee compared to her predecessor, the ability of the Department to pay her within our 2009 budget, and the ongoing vital work of this department, I am asking the County Board to approve this reasonable and comparable starting salary.

## Minutes of the Finance Committee

The Finance Committee of the McLean County Board met on Monday, January 5, 2009 at 4:00 p.m. in Room 400 of the Government Center, 115 East Washington Street, Bloomington, IL.

Members Present: Chairman Owens; Members Butler and Caisley

Members Absent: Members Moss, Rackauskas and O'Connor

Other Members Present: County Board Chairman Matt Sorensen

Staff Present: Mr. John Zeunik, County Administrator; Mr. Terry Lindberg, Assistant County Administrator; Mr. Bill Wasson, Director, Administrative Services; and Ms. Judith LaCasse, Recording Secretary, County Administrator's Office

Department Heads/  
Elected Officials

Present: Mr. Don Lee, Director, Nursing Home; Mr. Bob Keller, Administrator, Health Department; Mr. Lee Newcom, County Recorder; Mr. Robert Kahman, Supervisor of Assessments; Ms. Becky McNeil, County Treasurer; Ms. Jennifer Ho, Risk Management

Others Present: Ms. Jan Morris, Health Promotion Program Manager, Health Department; Ms. Michelle Anderson, Financial Reporting Specialist, County Auditor's Office and Mr. Robert Neiryneck, Attorney, Costigan and Wollrab

Chairman Owens called the meeting to order at 4:03 p.m. Chairman Owens noted that County Board Chairman Sorensen is attending this afternoon's meeting in order to make a quorum.

Chairman Owens presented the minutes from the December 3, 2008 Finance Committee Meeting and the November 18, 2008 Stand-Up meeting to the Committee for approval.

Motion by Butler/Sorensen to approve the Minutes of the December 3, 2008 Committee Meeting and the November 18, 2008 Stand-up Committee Meeting.  
Motion carried.

Chairman Owens advised that the Agenda would be altered to allow Mr. Lee Newcom to present a personnel issue in the Recorder's Office.

Chairman Owens called for a motion to go into *Executive Session* to discuss a Personnel Matter.

Motion by Butler/Sorensen to Recommend the Finance Committee go into Executive Session at 4:04 p.m. to discuss a Personnel Matter with the Committee Members, Mr. Lee Newcom, County Recorder, and the Administrator's Office Staff.

Motion carried.

Motion by Caisley/Sorensen to recommend the Finance Committee return to *Open Session* at 5:01 p.m.

Motion carried.

Motion by Butler/Caisley to recommend Approval of a Resolution of the McLean County Board Authorizing the County Recorder of Deeds to Offer a Salary above the starting Maximum Salary permitted under the County's Personnel Ordinance.

Motion carried.

Chairman Owens asked if there were any questions or comments. Hearing none, he thanked Mr. Newcom.

Mr. Don Lee, Director, Nursing Home, presented a request for approval to purchase a 2009 Ford F-150 Truck from Bob Ridings Ford, Taylorville, Illinois via the State of Illinois Joint Purchase Contract #401408 in the amount of \$18,900.00 and to purchase a Western Snow Plow with back drag blade from Quality Truck & Equipment Company in the amount of \$4,540.00 for a total of \$23,440.00.

Mr. Lee indicated that the Nursing Home has budgeted \$25,000.00 for a new pickup truck for general use and snow removal in 2009. He noted that the current truck is a 1996 Dodge Dakota which has served the Nursing Home well, but the years have taken a toll on it.

Mr. Lee advised that the State of Illinois Joint Purchase Contract is the most economical option and has the type and size of truck needed for the Nursing Home. He stated that Heller Ford and Dennison Ford were given an opportunity to bid but could not compete with the State bid prices.



Mr. Lee indicated that he received four bids for a 7.5' snow plow, with a back blade and top mounted strobe light. The low bid was received from Quality Truck & Equipment Company in Bloomington, Illinois for a Western Midweight plow for \$4,540.00. This includes parts and installation.

Mr. Lee requested that the Committee recommend approval to purchase a 2009 Ford F-150, regular cab, 4X4 with an eight foot bed from Bob Ridings Ford, Taylorville, Illinois via the State of Illinois Joint Purchase Contract #401408 for \$18,900.00 and a Western snow plow with back drag blade, handheld controller and strobe light from Quality Truck & Equipment Company for \$4,540.00.

Motion by Sorensen/Caisley to Recommend Approval to Purchase a 2009 Ford F-150 Truck from Bob Ridings Ford, Taylorville, IL via the State of Illinois Joint Purchase Contract #401408 in the amount of \$18,900.00 and to Purchase a Snow Plow from Quality Truck & Equipment Company in the amount of \$4,540.00

Motion carried.

Mr. Lee advised that he would be glad to answer any questions regarding his Monthly Report.

Mr. Caisley asked why is the census down. Mr. Lee replied that the Nursing Home census has decreased because more people are staying at home. Mr. Lee added that the trend will turn around again as the large "boomer" population retires and reaches the age when they will need skilled nursing care...

Mr. Sorensen pointed out that Mr. Lee has always adjusted the expenses at the Nursing Home to reflect the census. Mr. Lee noted that the budget remains positive.

Chairman Owens asked if there were any additional questions. Hearing none, he thanked Mr. Lee.

Mr. Bob Keller, Administrator, Health Department, presented the 2008 County Wellness Program Report and a request for approval of the 2009 Wellness Program. He noted that participation in the program continues to increase and selected aggregate biometric measures are improving, thus reducing the health risk profile of County employees.

Mr. Keller expressed his appreciation to the Health Department's Health Promotion Manager Jan Morris and Health Promotion Specialist Jackie Lanier for their efforts in maintaining the program since its inception. He also thanked Assistant County Administrator Terry Lindberg and Director of Administrative Services Bill Wasson for their active support of the program. Mr. Keller advised that 2008 marked the Eleventh year for the program.

Mr. Keller introduced Ms. Jan Morris, Health Promotion Program Manager, Health Department.

Ms. Morris also thanked Mr. Lindberg, Mr. Wasson and Mr. Zeunik for their support. She advised that the Health Promotion and Assessment section of the Health Department is proposing to continue the McLean County Employee Wellness Program for the twelfth year. She stated that an on-going employee wellness program will increase health awareness, increase productivity, improve the overall health of the work force, and demonstrate the County's commitment to employee well-being, as well as decrease the number of health claims. Ms. Morris indicated that research shows that having a healthier workforce reduces the increase in rising healthcare costs and absenteeism. She noted that the recommended plan would include biometric screenings, health risk assessment (HRA), wellness fair, and numerous wellness activities addressing risks determined by the HRA. McLean County will participate for the third year in the Health Alliance (HAMP) pilot program, *Better Health by Choice*. Ms. Morris indicated that this program will provide online HRA and online health modules for all employees as well as telephonic counseling for employees covered by HAMP and demonstrating at risk behaviors or screening results.

Ms. Morris reported that the McLean County Employee Wellness Program has provided benefits for County employees since its creation in 1998. The ultimate goal of the program has been to encourage employees to adopt healthy lifestyle behaviors and improve their health and well-being while reducing illnesses and medical expenses.

Ms. Morris advised that, as stated within the text of the report, the recommended intervention strategies for the entire workplace population included coronary and cancer risk reduction, weight management, stress management/mental health, physical activity, and better nutrition. She indicated that several potentially serious health problems were detected in past screenings. Ms. Morris stated that the total cost to the County's Employee Benefit Fund in 2008 was approximately \$21,000.00. She noted that, left undetected, heart disease, stroke or cancer could cost the County considerably more in treatment costs.

Ms. Morris advised that the goal for the 2009 wellness program is to involve more than 600 employees in screenings, HRA, and other wellness activities.

Ms. Morris reviewed the 2008 Employee Wellness Report Executive Summary, noting the following:

- McLean County participated for the second year in the Health Alliance Medical Plans (HAMP), *Better Health by Choice*, their pilot employee wellness program;
- Medical director of HAMP considers McLean County his "poster child";
- In 2008, 289 persons were screened, 595 participated in online wellness assessment, 230 attended the health fair, 1,960 participated in other wellness activities, with 479 unduplicated participation.
- 11<sup>th</sup> year for screenings – BroMenn was the provider for 2008
  - 289 employees screened
    - 13% increase from 2007; 204% increase from 1998;
    - 12 (4%) persons with no high risk factors;
    - 18 (6%) employees with one risk factor;
    - 259 (90%) with two or more risk factors;
  - 229 had Carle Primary care Physician (PCP)
    - 73 (32%) had an appointment with PCP within 4 months.
- Compared screening numbers for employees screened in last two years
  - Positive Changes noted in Biometrics
    - Cholesterol less than 200 increased from 14% to 33%;
    - Optimal LDL (100 or less) increased from 25.4% to 34%;
    - Optimal HDL (greater than 69) increased from 19% to 34%;
    - Too low HDL (less than 40) decreased from 32% to 20%;
    - Triglycerides with a very high risk (greater than 500) have steadily declined since 2004;
- Cancer Risks noted on HRA
  - 16.84% of employees reported to be smokers compared to 20% of the general population and a decrease from when first tracking employee data;
  - Only 8% of those participating in biometric screenings were smokers;
  - 2.72% used other forms of tobacco;
  - Personal history of cancer;

- 19.05% alcohol are at moderate of high risk of alcohol abuse.
- Participated in Health Alliance (HAMP) Pilot Project and linked Employee Wellness program activities to health modules in health risk assessment
  - Modules included stress management, weight management, insomnia, healthy eating, smoking cessation, depression;
  - Rebates/Incentives based on participation;
  - Online Health Risk Appraisal and Modules;
  - Telephonic Counseling for employees demonstrating risks on HRA
  - Activities addressing risks noted in HRA
    - More comprehensive picture of the health of employees because more than 90% of employees participated in HRA;
    - More employees participated in wellness activities than in the past years.
    - Biggest Loser Weight Loss Challenge
      - Total loss of 350 pounds;
      - Greatest loss reported at 23% of body weight.
- Compared 437 matched participants in HRA from 2007 and 2008
  - 176 men and 261 women;
  - Reviewed changes in self report disease history, biometrics;
  - Average Lifestyle Score increased from 75.2 to 76.3
    - Behaviors showing improvement
      - Alcohol use
      - Depression
      - Injury Prevention
      - Nutrition
      - Skin Protection
      - Smoking – Cigarettes
      - Stress management
    - Behaviors not showing improvement
      - Physical Activity
      - Weight Management

Ms. Morris stated that the programs this last year concentrated on the physical activity and weight management. She indicated that one of the programs was a "Biggest Looser" challenge. Ms. Morris noted that the total loss for the year was 350 pounds. She added that weight loss will be a focal point for 2009 as well.

Ms. Morris advised that the program has come a long way since 1998. She indicated that she would like to continue the program in 2009.

Ms. Morris stated that the screenings will take place at the end of January. She indicated that the members of the County Board are eligible to be screened. Ms. Morris noted that the four screening locations are: the Highway Department, Regional Office of Education, Law and Justice Center and the Health Department. The screening include: cholesterol, glucose, blood pressure, height, weight, body composition, etc.

Ms. Morris indicated that, through the pilot program, there is a Health Risk Appraisal that will be done during February. She noted that the Health Department will receive a corporate report and each individual gets a report that tracks their health history if they were involved in 2007.

Ms. Morris stated that the Health Fair is being planned in May as well as a variety of activities throughout the year, concentrating on physical activity and weight management.

Ms. Morris requested that the Committee recommend approval of the 2009 Wellness Program with a proposed budget of \$23,720.00.

Mr. Keller advised that the funds for this program are provided by the Employee Benefit Fund. A good measure of the cost of this program, particularly the screening, is born through the employee's group health insurance, so there is no cost to the employee.

Motion by Caisley/Butler to Recommend Approval of  
the Proposed 2009 Employee Wellness Program and  
the proposed Budget.  
Motion carried.

Chairman Owens asked if there were any questions. Hearing none, he thanked Mr. Keller and Ms. Morris.

Mr. Robert Kahman, Supervisor of Assessments, reviewed his Assessment Status Report. He indicated that he is preparing to close the Board of Review. He noted that the last Board of Review hearing was held on the last day of the year. Mr. Kahman noted that this is the first time in the history of McLean County that the Board of Review hearings were concluded that early. He advised that the tentative equalized assessed value is \$214 million greater than last year. Mr. Kahman stated that he will provide a complete report to the Committee next month.

Chairman Owens asked if there were any questions. Hearing none, he thanked Mr. Kahman.

Ms. Becky McNeil, County Treasurer, presented the Financial Reports for the period ending December 31, 2008, as distributed.

Ms. McNeil reviewed the Statistics on the Summary of Retailers Occupation Tax, State Income Tax and Personal Property Replacement Tax Revenue Report for the month ending December 31, 2008.

- Retailers Occupation Tax Revenue for December 2008 is \$485,606.19;
- Retailers Occupation Tax Revenue Year to Date is \$5,828,264.37, which is 2.78% above last year and 98.78% of budget.
- State Income Tax Revenue is \$1,914,957.87, which is 6.95% above last year and 103.49% of budget.
- Personal Property Replacement Tax Revenue is \$1,726,505.16, which is -1.49% below last year and 102.11% of budget.
- General Fund Property Tax Revenue is \$7,552,776.42, which is 99.86% of budget.

Ms. McNeil reviewed the Investment Report as of December 31, 2008. She stated that the month of December continued to show a decline in investment rates. Ms. McNeil noted that four CDs matured in December. The previous rates on the CDs were 4.25%, 4.55%, 5.00% and 5.05%. The new rates are 3.51%, 2.35%, 3.55% and 2.75%. Ms. McNeil indicated that the rates at 3.00% and above were 18 month CDs and special CDs.

Ms. McNeil advised that Money Market rates are down, noting that the National City Bank rate is currently 0.62%, Illinois Funds Money Market is 0.51% and State Farm Bank is 2.33%. She stated that the State Farm account is a special account that was set up early in 2000 when Mr. Jim Boylan was Treasurer. Ms. McNeil indicated that State Farm gave the County a very good rate for the Public Funds the County placed in that bank. She noted that, through the years, she has drawn that amount down very low as the Illinois Funds rate went up to 5.00%. As the Illinois Funds rate came back down, State Farm maintained a better rate, which is why the County has a significant amount of funds invested there at this time.

Ms. McNeil reviewed the Statement of Revenue, Expenditures and Fund Balance, as follows:

- The Fund Balance at the beginning of the year was \$10,824,532.32;

- The total Revenue as of December 31, 2008 was \$30,019,542.94, which is 94.27% of budget;
- Expenditures were \$33,0004,736.74, which is 103.64% of budget;
- The Fund Balance as of December 31, 2008 was \$12,062,802.35;
- Year to Date Net Fund Change is a decrease of \$2,985,193.80.

Ms. McNeil stated that she was able to capture the amended budget numbers in 2008. The amended budget increased due to a large amount of amendments to the original budget. On the amended budget the County is at 93.36% of revenue and 96.45% of expenses. Ms. McNeil indicated that there are several expense and revenue items that are going to accrue back into 2008 as we move through January and February.

Ms. McNeil reviewed the CDAP Revolving Loan Fund Quarterly Report. She presented a brief history of the CDAP Revolving Loan Fund, as follows:

In 1987 the County of McLean received a Federal Grant in the amount of \$500,000.00. These funds were loaned to Edwards Warren Tire Company. The full amount of the loan was paid off in addition to accrued interest of \$146,024.00. The amount recovered allowed the County to establish the Revolving Loan Fund to provide financial assistance to new or expanding businesses in McLean County and to secure public benefit for the residents of McLean County by developing a stronger economic base and expanded job opportunities. The use of the fund is governed by a variety of rules and regulations mandated by the State and Federal agencies that provided the original grants to McLean County as well as policies adopted by McLean County.

The Economic Development Council of Bloomington-Normal-McLean County is the administrator of the CDAP Revolving Loan Fund.

Borrowers must comply with the following guidelines and McLean County's CDAP RLF Recapture Strategy:

- Project Location – McLean County;
- Meet the minimum and maximum loan amount; ratio of two private dollars for every one CDAP dollar RLF borrowed;
- Demonstrate financial need and provide a description of the project, project costs, and financial details showing that there is a financing gap;
- Minimum Interest Rate of 3%;
- Terms determined by type of project;

- Job Creation and Retention
  - One FTE must be created and retained for each \$15,000.00 of RLF fund borrowed;
  - At least 51% of the jobs created/retained must benefit low-to-moderate income persons.

Applicant Process:

- Applicant meets with the bank and determines if a gap in financing has occurred;
- Applicant gets referred to the EDC by the bank;
- Applicant and banking representative meet with the EDC and pre-application review of the project will be made;
- Review and recommendation by Credit Committee;
- Review and approval by the McLean County Board's Finance Committee;
- Review and approval by the McLean County Board.

Ms. McNeil advised that several loans have been given over the years. There are currently six active loans, including: Victory Enterprises, Debbie Thomas Learning Center, Boitnott Foods, Trace Design, Coffee Hound and Midwest Moldings. Ms. McNeil noted that Boitnott Foods is still on the list, but it is going through bankruptcy and liquidation. She noted that this loan will likely be a full write-off.

Ms. McNeil reported the following:

- Total Grant (CDAP) Principal Recaptured is \$500,000.00;
- Total Grant (CDAP) Interest Recaptured is \$147,400.64;
- Total Recaptured Principal from the Revolving Loan Projects is \$672,886.36;
- Total Recapture Interest from the Revolving Loan Projects is \$160,922.33;
- Bank Interest Earned on Deposits is \$377,560.07;
- Total Amount in Revolving Loan is \$637,691.20.

Ms. McNeil advised that the Balance of \$637,691.20 is what is available for lending.

Ms. McNeil reviewed the Employee Benefit Fund Quarterly Report. She noted that this fund is kept separate. It is the fund where the County accounts for all revenues and contributions coming into the fund and all health employee benefit related expenses going out of the fund. The fund had revenues of \$4,068,086.65 in 2008 and expenses of \$4,259,705.04, which is a difference of \$191,618.39.



Ms. McNeil stated that this resulted in a fund balance, as of January 1, 2008, going from \$356,312.01 down to \$164,693.62 at the end of 2008.

Ms. McNeil indicated that, on the revenue side, she would like to see the expense offset the revenue in Health Alliance Contributions, Lincoln Life and Interest on investments. Ms. McNeil stated that those three should offset the expenses with the Health Alliance premiums, the Lincoln Employee Life, the HRA rebate, the Employee Assistance Program and the Administration/Program expenses.

Ms. McNeil provided a report on the list of outstanding receivables due from the State of Illinois as of December 31, 2008. She noted that these are the main receivables that the Treasurer's Office monitors. Ms. McNeil reported that the total amount due from the State of Illinois is \$877,781.95. She pointed out that the highest ones are the salary reimbursements for the Probation Officers and Juvenile Detention Officers. Ms. McNeil advised that they just received the July payments on December 31, 2008. She noted that the State has indicated that, now that the State has been authorized to borrow money, they should be able to get caught up on some of these outstanding receivables.

Mr. Butler asked if she collected all of the receivables, would it show up in the Fund Balance. Ms. McNeil replied that the revenue has already been booked and the receivable has been created. When the cash comes in, it will offset the receivable.

Mr. Sorensen asked when was the last time the Treasurer's Office has spoken to Victory Enterprises. Ms. McNeil replied that she talked with Victory Enterprises in December when she asked him to make two payments to make his loan current by the end of 2008. She was told that they would try. Ms. McNeil indicated that Victory Enterprises has a little more than \$12,000.00 due on his loan, which should take a couple more years to complete. She assured the Committee that Victory Enterprises always makes their payments, though they are often late.

Motion by Caisley/Sorensen to accept and place on file the Month-end Financial Reports from the County Treasurer's Office for the month ending December 31, 2008, as submitted.

Motion carried.

Mr. Caisley asked if there are any CDAP loans in progress. Ms. McNeil replied that she does not believe there are any new CDAP loans in progress.

Chairman Owens asked if there were any questions or comments. Hearing none, he thanked Ms. McNeil.

Chairman Owens called for a motion to go into *Executive Session* to discuss Pending Litigation.

Motion by Caisley/Butler to Recommend the Finance Committee go into Executive Session at 5:35 p.m. to discuss Pending Litigation with the Committee Members, Ms. Jennifer Ho, Risk Management, Mr. Robert Neiryneck, Attorney, Costigan and Wollrab; and the Administrator's Office Staff.  
Motion carried.

Motion by Butler/Caisley to recommend the Finance Committee return to *Open Session* at 5:48 p.m.  
Motion carried.

Motion by Caisley/Butler to Recommend Approval to Accept the Settlement in the amount of \$88,229.79 and Release all Claims related to the June 15, 2003 Law and Justice Center Explosion and Fire.  
Motion carried.

Chairman Owens called for a motion to go into *Executive Session* to discuss Collective Bargaining and a Personnel Matter.

Motion by Caisley/Butler to Recommend the Finance Committee go into Executive Session at 5:49 p.m. to discuss Collective Bargaining and a Personnel Matter with the Committee Members, Mr. Eric Ruud, First Assistant State's Attorney; and the Administrator's Office Staff.  
Motion carried.

Motion by Butler/Caisley to recommend the Finance Committee return to *Open Session* at 6:16 p.m.  
Motion carried.

Motion by Butler/Caisley to Authorize Staff to Execute An Agreement of Voluntary Waiver and Release to Settle All Claims currently Pending with the Illinois Department of Labor, Illinois Human Rights Commission and Federal Equal Employment Opportunities Commission regarding a former Employee of the County.  
 Motion carried.

Chairman Owens presented the December 31, 2008 Finance Committee bills for review. The Finance Committee bills include a Pending Total of \$901,926.04 and a Prepaid Total that is the same.

DATE 1/05/09  
 TIME 10:24:27  
 Finance Committee

FINANCIAL SYSTEM  
 MCLEAN COUNTY BOARD COMMITTEE REPORT  
 AS OF 12/31/2008  
 EXPENDITURE SUMMARY BY FUND

PAGE 1  
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 AUD7

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0001	GENERAL FUND		\$180,664.28	\$180,664.28
0130	SOCIAL SECURITY EXPENSE		\$201,982.37	\$201,982.37
0131	I.M.R.F. FUND		\$440,089.90	\$440,089.90
0135	TORT JUDGEMENT		\$59,147.50	\$59,147.50
0137	RECORDER DOCUMENT STORAGE		\$18,041.97	\$18,041.97
0164	CO CLERK DOC STORAGE		\$2,000.02	\$2,000.02
COMMITTEE REPORT TOTALS			\$901,926.04	\$901,926.04

  
 COMMITTEE CHAIRMAN

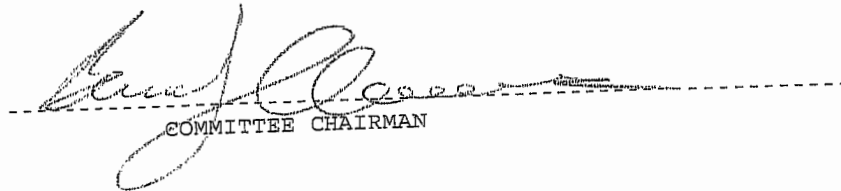
Motion by Butler/Caisley to recommend approval of the Finance Committee bills as of December 31, 2008 as recommended by the County Auditor.  
 Motion carried.

The Nursing Home bills include a Fund Total of \$530,761.06 with a Prepaid Total that is the same.

DATE 1/05/09  
TIME 10:29:50  
Human Services Committee

FINANCIAL SYSTEM  
MCLEAN COUNTY BOARD COMMITTEE REPORT  
AS OF 12/31/2008  
EXPENDITURE SUMMARY BY FUND

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0401	NURSING HOME		\$530,761.06	\$530,761.06
COMMITTEE REPORT TOTALS			\$530,761.06	\$530,761.06

  
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COMMITTEE CHAIRMAN

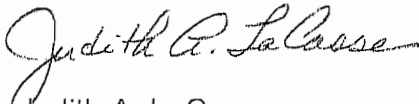
Motion by Caisley/Butler to recommend approval of the Nursing Home bills as of December 31, 2008 as recommended by the County Auditor.  
Motion carried.

Chairman Owens presented a request for approval to transfer \$7,500.00 in the County Clerk's Office from Elections Postage and Election Supplies to Election Judge Expenses.

Motion by Caisley/Butler to recommend approval to Transfer \$7,500.00 in the County Clerk's Office from Elections Postage and Election Supplies to Election Judge Expenses.  
Motion carried.

There being nothing further to come before the Committee at this time, Chairman Owens adjourned the meeting at 6:20 p.m.

Respectfully Submitted,



Judith A. LaCasse  
Recording Secretary

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## Minutes of a Special Meeting of the Finance Committee

The Finance Committee of the McLean County Board met on Tuesday, December 16, 2008, at 8:35 a.m. in Room 400 of the Government Center, 115 E. Washington Street, Bloomington, Illinois.

Members Present: Chairman Owens, Members Butler, Moss, and Caisley

Members Absent: Members Rackauskas and O'Connor

Other Board Members  
Present: None

Staff Present: Mr. Terry Lindberg, Assistant County Administrator; Mr. Bill Wasson, Director, Administrative Services; Ms. Judith LaCasse, Recording Secretary, County Administrator's Office

Elected Officials/  
Department Heads: None

Others Present: None

Chairman Owens called the meeting to order at 8:35 a.m.

Chairman Owens presented a request for approval of a Resolution of the McLean County Board approving the General Compensation Plan for Non-Union Employees for Fiscal Year 2009 – County Administrator's Office.

Mr. Terry Lindberg, Assistant County Administrator, advised that there are no changes in the text from 2008 and 2007. The pay plan, in terms of how it runs, remains the same for the last three years. Mr. Lindberg reminded the Committee that the fiscal year 2009 budget, as approved by the Board, includes an across the board pay increase of 2.5%. He noted that there are four Reclassifications, namely two Mechanic positions in the Highway Department and two Shift Supervisors in the MetCom area.

Mr. Butler asked where is the 2.5% across the board pay increase reflected. Mr. Lindberg replied that the increase is reflected in the budget and in the pay range for each non-union position classification.

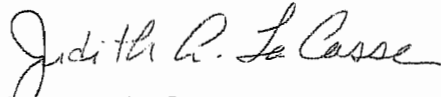
Motion by Caisley/Moss to Recommend Approval of a Resolution of the McLean County Board Approving the General Compensation Plan for Non-Union Employees for Fiscal Year 2009 – County Administrator's Office.  
Motion carried.

Chairman Owens informed the Committee that there may not be a quorum at the January 7<sup>th</sup> Finance Committee Meeting. After a brief discussion, the Committee agreed to move the Finance Committee meeting to Monday, January 5<sup>th</sup> at 4:00 p.m.

Minutes of a Special Meeting of the Finance Committee  
December 16, 2008  
Page Two

There being nothing further to come before the Committee at this time, Chairman Owens adjourned the meeting at 8:38 a.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Judith A. LaCasse". The signature is written in black ink and is positioned above the printed name.

Judith A. LaCasse  
Recording Secretary

## Report of the County Administrator

Bill Yoder introduced Pablo Eves to the Civil Division of the State's Attorney's Office.

Mr. Zeunik stated for County Board Members to contact Mr. Hanley for photographs, the phone number is in the memo. All new members need to contact Mr. Hanley, incumbents are welcome to contact Mr. Hanley to take a new picture.

County Board orientation will be scheduled for February 17<sup>th</sup> immediately after the County Board meeting. Materials will be available whether you come to the orientation or not.

Member Owens asked if it was necessary to turn in confidential minutes that were included in the packets. Mr. Zeunik indicated they may turn in the minutes if they would like to.

Chairman Sorensen commented that discussion today is exactly what we should do. There is always this process available. At the same time I would admonish this board for precedence we set from time to time because they have potential impact in the future. I'd also like to remind board Members that minutes of meetings are critical, and can be used in these situations.

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

The McLean County Auditor presented the following and recommends the same for payment: Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

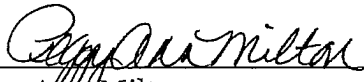
Adjourn until February 17<sup>th</sup>, 2009 at 9:00 a.m.



The meeting was adjourned until February 17, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:25 a.m.

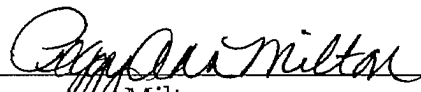
\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of January, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 6th day of February, 2009.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk