



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center
Tuesday, December 8, 2009
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – November 10, 2009
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:

a) REAPPOINTMENTS:

McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL

Mr. Benjamin Owens
3207 Winchester
Bloomington, IL 61704
(Two-year term to expire on December 31, 2011)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. George Benjamin
24373 E 1300 N Rd.
Ellsworth, IL 61737
(Three-year term to expire on December 31, 2012)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Joseph Butcher
812 N. Madison St.
Bloomington, IL 61701
(Three-year term to expire on December 31, 2012)

SHERIFF'S OFFICE MERIT COMMISSION

Ms. Margene Taylor
1633 Erin Drive
Normal, IL 61761
(Six-year term to expire on December 31, 2009)

b) APPOINTMENTS:
None

c) RESIGNATIONS:

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Ken Ropp
2936 Ropp Rd.

- d) Request Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2010 – County Administrator's Office 1-2
- e) Request Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2010 – County Administrator's Office 3-4
- f) Request Approval of a Resolution Authorizing Extension of the Abraham Lincoln Bicentennial Commission of McLean County, Illinois – County Administrator's Office 5-10
- g) Request Approval of a Resolution of Congratulations to the Lexington High School Varsity Football Team – County Administrator's Office 11
- h) Request Approval of Watts Copier Maintenance Agreement – Information Technologies 12-16
- i) Request Approval of a New World Systems Standard Maintenance Agreement (SSMA) 17-21
- 2) Items to be Presented to the Board:
 - a) Information Technologies Status Report, December 15, 2009 22
 - b) General Report
 - c) Other

B. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented for Action:
 - a) Request Approval of an Agreement between the City of Bloomington, the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District and the Ecology Action Center for Storm Water Education Program Services 23-29

- 2) Items to be Presented to the Board:
 - a) Request Approval of a Local Agency (LA) Agreement for Federal Participation, Sec. 01-0001-01-BT – Route 66 Bike Trail, Shirley to Fox Creek Road
 - b) Request Approval of a Resolution by the County Board of McLean County for the Establishment of a No Parking Zone along County Highway 53 (Danvers-Carlock Road) in the Village of Danvers
 - c) Request Approval of Engineering Agreement - Scour Evaluations & Plans-of-Action, Hampton, Lenzini & Renwick, Inc. (HLR)
 - d) General Report
 - e) Other

C. Finance Committee – Chairman Owens

- 1) Items to be Presented for Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0102 (Dental Services) – Health Department 30-31
 - b) Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0105 (Vision and Hearing) – Health Department 32-33
 - c) Request Approval of a Resolution Amending the FY 2009 Full-Time Equivalent Ordinance for Fund 105 (Vision and Hearing) – Health Department 34
 - d) Request Approval of a Resolution to Approve the Fiscal Year 2010 General Compensation Plan for Non-Union Employees – County Administration 35-36
 - e) Request Approval of an Ordinance Amending Chapter 10 of the McLean County Code to Suspend Merit Increases for Non-Union Employees – County Administration 37-44
 - f) Request Approval of Position Classifications and Pay Ranges for Fiscal Year 2010 – County Administration 45-48
- 2) Items to be Presented to the Board:
 - a) Request Approval of a Contract with Brentwood Services Administrators, Inc to provide Third-Party Administrative Services for Workers' Compensation Claims – Risk Management

- b) Request Approval of a Contract with RTW, Inc. to provide Consulting Services for Workers' Compensation Claims – Risk Management
- c) General Report
- d) Other

D. Justice Committee – Chairman Renner

1) Items to be Presented for Action:

- a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 (Redeploy Grant) 49-52
- b) Request Approval of a Contract between the McLean County Board, the McLean County Sheriff and Heartland Community College to provide GED Preparation Courses at the McLean County Detention Facility – Sheriff's Department 53-56

2) Items to be Presented to the Board:

- a) Request Approval of a Contract with Cathy Vogel for Counseling Services with McLean County Juvenile Detention Center – Court Services Department
- b) Request Approval of Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Juvenile Detention Facility – Court Services Department
- c) Request Approval of a Contract with Catholic Charities to provide Family Advocacy Services for Drug Court Participants – Court Services Department
- d) Request Approval of Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Adult Detention Facility – Correctional Health Services
- e) Request Approval of a Contract with Real Change Clinical Services (RCCS) for the Provision of Mental Health Services at the McLean County Adult Detention Facility - Correctional Health Services
- f) Request Approval of the Renewal of an Agreement with Merle Pharmacy No. 1, Inc. for the Provision of Pharmaceutical Services at the McLean County Adult Detention Facility – Correctional Health Services
- g) Request Approval of Renewal of the Circuit Court Contract with J. Brian Goldrick, Guardian Ad Litem – Circuit Court

- h) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office – Public Defender's Office
- i) Request approval of a contract between Harvey C. Welch, Special Public Defender and the Public Defender's Office – Public Defender's Office
- j) Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- k) Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- l) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- m) Request approval of a contract between John J. Bussan, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- n) General Report
- o) Other

E. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented for Action:

- a) Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee to fund \$12,500 for Electronics Recycling and Educational Exhibits

57

2) Items to be Presented to the Board:

- a) General Report
- b) Other

F. Property Committee – Chairman Bostic

1) Items to be Presented for Action:

- a) Request Approval of Attachment Number 19 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center – County Administrator's Office

58

- b) Request Approval of Lease and Contract Extension Agreement Number 7 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 – County Administrator's Office

59

- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

G. Report of the County Administrator

- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2010

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2010 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 11-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2010 shall be as follows:

New Year's Day	Friday	January 1, 2010
Martin Luther King Day	Monday	January 18, 2010
President's Day	Monday	February 15, 2010
Memorial Day	Monday	May 31, 2010
Independence Day	Monday	July 5, 2010
Labor Day	Monday	September 6, 2010
Columbus Day	Monday	October 11, 2010
Veteran's Day	Thursday	November 11, 2010
Thanksgiving Day	Thursday	November 25, 2010
Day after Thanksgiving	Friday	November 26, 2010
Christmas Day	Friday	December 24, 2010

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at www.mcleancountyil.gov.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2009 is hereby repealed effective December 31, 2009.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

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CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2010

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to 5 *Illinois Compiled Statutes* (2006) 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2010:

Tuesday	January 19, 2010	9:00 a.m.
Tuesday	February 16, 2010	9:00 a.m.
Tuesday	March 16, 2010	9:00 a.m.
Tuesday	April 20, 2010	9:00 a.m.
Tuesday	May 18, 2010	9:00 a.m.
Tuesday	June 15, 2010	9:00 a.m.
Tuesday	July 20, 2010	9:00 a.m.
Tuesday	August 17, 2010	9:00 a.m.
Tuesday	September 21, 2010	9:00 a.m.
Tuesday	October 19, 2010	9:00 a.m.
Tuesday	November 16, 2010	9:00 a.m.
Tuesday	December 21, 2010	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at www.mcleancountyil.gov.

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXTENSION OF THE ABRAHAM LINCOLN BICENTENNIAL COMMISSION OF MCLEAN COUNTY, ILLINOIS

WHEREAS, the Town of Normal, the City of Bloomington and the County of McLean did in 2006 approve a Resolution creating the Abraham Lincoln Bicentennial Commission of McLean County, Illinois; and

WHEREAS, according to the terms of the Resolution creating the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, the Commission is to terminate on December 31, 2009; and

WHEREAS, the Commission desires to extend its existence to December 31, 2010 in order to conduct various activities associated with the celebration of the life of President Abraham Lincoln; and

WHEREAS, the Town of Normal, the City of Bloomington and the County of McLean find it in the best interests of its residents and citizens to extend the life of the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, to December 31, 2010 in order to conduct certain planned activities, all as more fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the legislative bodies of the Town of Normal, City of Bloomington and County of McLean that the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, previously created by joint Resolution of the parties in 2006, be and the same is hereby continued and extended through December 31, 2010, under the same terms and conditions as originally set forth in the creating Resolution adopted by the governing bodies.

BE IT FURTHER RESOLVED, that the Commission shall fully comply with the terms of the Intergovernmental Agreement for funding of the Abraham Lincoln Bicentennial Commission of McLean County as adopted and approved by the parties hereto in 2008.

BE IT FURTHER RESOLVED, that the Commission shall make a full report to the governing bodies on or before January 1, 2010, of activities undertaken by the Commission and funds expended by the Commission.

BE IT FURTHER RESOLVED, that the Commission shall between now and December 31, 2010, undertake those activities set forth in Exhibit A attached hereto and incorporated herein

by reference and shall, upon completion of its charge file a complete report to the Town of Normal, City of Bloomington and County of McLean detailing the activities undertaken and funds expended for said purpose.

BE IT FURTHER RESOLVED, that any funds remaining and not expended for Abraham Lincoln Bicentennial Commission of McLean County activities shall be returned to the Town of Normal, City of Bloomington and County of McLean on a pro-rata basis.

ADOPTED this _____ day of _____, 2009.

APPROVED:

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

ATTEST:

Town Clerk

(seal)

APPROVED:

ATTEST:

Matt Sorensen, Chairman
McLean County Board

Peggy Ann Milton, County Clerk

Date: _____

APPROVED:

ATTEST:

Steve Stockton, Mayor
City of Bloomington

Tracy Covert, City Clerk
City of Bloomington

McLean County Abraham Lincoln Bicentennial Commission

Financial Activity Summary

12/1/2009

Commission Activity	Original Estimated Cost	Committed Local Government Funding	Local Government Expenditures to Date	Other Expenditures to Date	Total Expenditures to Date	Projected Remaining Costs	Requested Extension of Local Government Funds	Final Estimated Cost
Statue of David, Fell & Lincoln @ BCPA	\$200,000	\$0	\$0	\$58,333	\$58,333	\$169,667	\$0	\$228,000
Interpretive Historical Lincoln Play	\$65,000	\$30,000	\$30,000	\$0	\$30,000	\$0	\$0	\$30,000
Permanent Lincoln Exhibit at David Davis Mansion and Traveling Exhibit	\$23,500	\$0	\$10,249	\$0	\$10,249	\$10,905	\$10,905	\$21,154
Illinois Symphony Orchestra Concert (BCPA Rental)	\$6,000	\$6,000	\$6,000	\$0	\$6,000	\$0	\$0	\$6,000
Public Lectures and Activities	\$25,000	\$25,000	\$8,209	\$0	\$8,209	\$2,500	\$2,500	\$10,709
McLean County Lincoln Commission Administrative Operations	\$13,000	\$13,000	\$12,626	\$0	\$12,626	\$2,500	\$2,500	\$15,126
Marketing and Advertising	\$20,000	\$20,000	\$10,402	\$0	\$10,402	\$2,500	\$2,500	\$12,902
Contingency	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$362,500	\$104,000	\$77,486	\$58,333	\$135,819	\$185,072	\$18,405	\$323,691

Notes:

1. The Local Government dollars were split equally between Bloomington, Normal and McLean County (\$34,667 per organization)
2. Local government dollars were prohibited for use on the statue project

Abraham Lincoln Bicentennial Commission of McLean County

SUMMARY OF ACTIVITIES TO DATE

12/1/2009

The Abraham Lincoln Bicentennial Commission of McLean County (ALBC) sponsored legacy projects intended to endure for the education and enjoyment of future generations.

PROJECTS:

1) *"Looking for Lincoln"*

This was an original play written by Dr. Robert Bray, IWU English department professor, and Nancy Steele Brokaw, a local published author who provided their services pro bono. Abraham Lincoln considered McLean County his second home. The play portrays episodes and local citizens that capture this relationship. The ALBC contracted with Holiday Spectacular, Inc., a local group who produced, directed and presented 3 performances attended by over 2500 people. The ALBC also purchased tickets which were given to local schools who distributed them to students. State Farm donated resources to video record the play. DVD's are made available to local educational institutions and schools at no charge. The DVD's are not available commercially. By contracting this project out, the ALBC's cost for this project was several thousand dollars less than budgeted. ALBC members participated in the play.

2) *An Exhibit portraying the life of Abraham Lincoln on the 8th Judicial Circuit*

The early years and presidential years of Abraham Lincoln are widely researched and published. The ALBC recognized that the middle years of his life were those of a practicing attorney. For over 20 years he practiced law in Springfield, but rode the circuit much of that time, which brought him in contact with hundreds of central Illinois citizens. That interaction, especially with key McLean County citizens, led to lasting relationships and strongly influenced him as a person and politician. These relationships were to prove crucial to his subsequent nomination for the presidency. Judge David Davis and Jesse Fell of McLean County were close friends and associates. **There will be two exhibits.** One will be permanently displayed at the David Davis Mansion site. The other, a condensed version, will be suitable for travelling and will offer for display to other counties of the then 8th circuit. Co-curators were Guy Fraker, local attorney and Lincoln expert, and Dr. Stewart Winger, ISU history department faculty. We are indebted to Susan Hartzold, exhibit designer of the McLean County History Museum, for coordinating and assembling the exhibits. We commend this committee for their hard work in obtaining significant grant money.

3) *Illinois Symphony Orchestra Memorial Concert*

The ALBC contributed financial support for this moving concert of music and narration honoring Abraham Lincoln.

4) *Annual Evergreen Cemetery Walk*

The McLean County History Museum devoted the entire Walk this year to deceased persons having a connection with Abraham Lincoln. The ALBC contributed financial support toward the Walk and toward

the purchase of costumes which can be used for future projects of that period. Some 4500 persons attended the Walk, including numerous school groups.

5) *Scholar Visitations and Lectures*

Nationally recognized Abraham Lincoln scholars were sponsored. In addition to free public lectures, the scholars met with university students and study groups. Scholars included: Gary Ecelbarger, Edna Greene Medford, James Oakes, Richard Carwardine, and Michael Burlingame. An additional speaker is planned for the spring of 2010 in conjunction with an ISU symposium.

6) *Statuary Group*

A three person (Abraham Lincoln, David Davis, and Jesse Fell) bronze, life-size statue paid for by donor money is scheduled for completion in 2010. It will be presented to the City of Bloomington at a formal unveiling for permanent display in the park in front of the Bloomington Center for the Performing Arts. This is an important addition to the developing cultural district. The statue captures these leading McLean County citizens whose efforts led to Abraham Lincoln's 1860 nomination for the presidency. Following a national search, a model by a local artist, Andrew Jumonville, was selected. The maquette of this statue was sold at a fundraising auction and the proceeds applied to the cost of the project. We especially thank the Fell Foundation for a generous gift, including a matching challenge and the Kemper Foundation, along with their local Commerce bank for their generous donations.

7) *Speakers Bureau*

Members of the ALBC have given of their time and expertise in making public presentations and serving as resources to schools, historical societies, and service organizations.

8) *Looking for Lincoln*

The City of Bloomington provided the financial support for a series of educational signs that have been placed around the Twin Cities. Members, Roger Bridges, PhD; Marcia Young, PhD; and Greg Koos, Executive Director of the History Museum, have provided narrative for this national program of Abraham Lincoln recognition.

9) *"Prelude to the Presidency" video*

The ALBC sponsored a public viewing in the historic Normal Theater on April 8, 2009 of this Emmy nominated, nationally distributed video. One hundred twenty seven people attended. The video features interviewed commentary from two of our ALBC members—Guy Fraker and Dr. Marcia Young. Bob Lenz conducted a Q.& A. after the viewing.

THE ALBC WISHES TO THANK:

- The City of Bloomington, the Town of Normal, and the County of McLean for their authorization and financial contributions, as well as for the staff support provided by Barb Adkins, Geoff Fruin, and Bill Wasson. In rotation, they have faithfully attended our meetings and kept us organized.

- Member Dr. Marcia Young and her staff of the David Davis Mansion Foundation. They generously agreed to serve as our fiscal agent, enabling us to qualify for tax deductible status.
- Greg Koos, Executive Director of the History Museum and his staff for hosting our public lectures and for their work and expertise on the exhibit project.
- The County of McLean for technical support of our Website.
- The Abraham Lincoln Association (ALA). This association is over 100 years old and is dedicated to the study of Abraham Lincoln. Many McLean County residents are members and have served on its board of directors and as officers. The ALA sponsored a commemorative pictorial book of all known statues of Abraham Lincoln in the state of Illinois. They donated copies to ALBC along with a cash donation. The books were auctioned at the fundraising event. A picture of our statuary group maquette is included in this book.

The Abraham Lincoln Bicentennial Commission of McLean County believes it has "developed, encouraged and supported" activities considered fitting and proper to honor Abraham Lincoln on his bicentennial birthday as authorized by our sponsoring governments. We have been so pleased with these efforts and the many relationships fostered we intend to submit a more formal recommendation to the local governments to consider an annual event commemorating Abraham Lincoln and the role of McLean County in his life.

Attached please find the financial report of the ALBC.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington High School varsity boys' football team during the 2009 football season; and,

WHEREAS, the Lexington High School varsity boys' football team finished the 2009 season with an overall record of 13 wins and 1 loss; and,

WHEREAS, the Lexington High School varsity boys' football team finished as State Runner-up in Illinois Class 1A High School Football Championship, and were also the undefeated Heart of Illinois (HOI) Conference Football Champions; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Mike Castleman, Assistant Coaches Mark Frederick, Tyler Etter, Rick Castleman, Rick Barkes, Brian Tarter; and Team Members John Schuler, Jesse Kemp, T.J. Stinde, Mike Emberton, Donavan Laible, Chris Beard, Josh Jackson, Jonny Meints, Paul Harrison, Connor Kelley, Jordan Algar, Jach Miller, Nick Barkes, Anthony Feit, Dyllan Miller, Chris Collins, Alec Wasson, Jake Nichols, Kyle Taylor, Steve Kolat, Weston Gresham, Brenden Berry, Cory Wilson, Kevin Bradford, Ryan Carmack, David Sleeter, Ryne Bessler, Ian Thomas, and Tyler Vollmer; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Lexington High School varsity boys' football team are to be congratulated on finishing as the State Class 1A Football Championship Runner-up, on winning the Heart of Illinois (HOI) Conference Football Championship, and on an outstanding season.

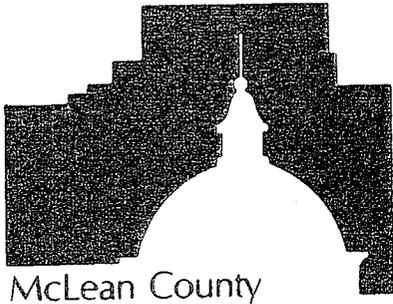
APPROVED by the McLean County Board this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



INFORMATION SERVICES

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

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To: McLean County Executive Committee and McLean County Board
From: Craig Nelson, Director of Information Technologies
Date: December 1, 2009
Re: Watts Copier Maintenance Agreement

Please find attached two maintenance contracts from Watts Copier for maintenance and support of our copiers.

During the FY 2010 budget development cycle, Information Technologies identified copiers as one area in which the County might reduce expenses. Due to lower paper load on many machine due to digital transmission of images rather than paper printing, most machines weathered the five year replacement cycle better than in years past. The decision was made to not replace the machines at the end of the lease payments, but to leave them in place and continue maintenance which is paid on a per print price.

The attached contracts represent an agreement with our copier vendor to continue supporting our currently placed copiers at the same maintenance rate that has been under contract during our lease payments.

I respectfully request approval of the attached maintenance contracts from Watts Copy systems and will be happy to answer any questions you may have.

Thank you



Watts
COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT MAINTENANCE CONTRACT



DELIVERY TO

McLean County Government
Various Locations
Bloomington, IL 61702

BILL TO

McLean County Government
104 W. Front Street
Bloomington, IL 61701

Contract/Order #

Date: 07-07-09

CUSTOMER NO	CUST. P.O. NO	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE
900368					10SA05 BSCHMALSHOF / LD

ORDERED	PKG	SHIPPED	PROD. NO	DESCRIPTION	UNIT PRICE	AMOUNT
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Equipment	ID#	SEE ATTACHED SPREADSHEET
	SN:	on ARM450's
Accessories		

CONTRACT TYPE: Cost Per Copy/Print/Scan/Fax Maintenance Agreement _____
 CONTRACT COVERAGE: All service, parts, labor, mileage, drums, fuser rollers, black toner, black developer and preventative maintenance.

BEGINNING METER: VARIOUS MACHINES
 BEGINNING DATE: 01/01/2010 ENDING DATE: 12/31/2010
 COST PER COPY/PRINT/SCAN/FAX: \$0.0065
 Customer agrees to pay above cost per copy/print/scan/fax for all copies/prints/scans/faxes made on above equipment for the term of the contract. Billing will occur quarterly from meter readings sent in by customer to Watts Corporate Office.

This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGED FOR REINSTATEMENT AFTER CANCELLATION.

Decision Maker: Craig Nelson
 Phone: 309-888-5100 Fax:
 Email: craig.nelson@mcleancountyil.gov

Accounting:
 Phone: Fax:
 Email:

Key Op:
 Phone: Fax:
 Email:

IT Contact:
 Phone: Fax:
 Email:

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

_____/_____/_____
 TITLE DATE

 SIGNATURE

 PRINT NAME

COMMENTS

1. Maintenance Services

During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:

- a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
- b) Repairs made necessary by service performed by persons other than Dealer.
- c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
- d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
- e) Provision or replacement of consumable supplies such as paper, masters, developer or toner.

2. Performance of Maintenance Services

Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 9:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.

3. Payment Terms

Payment of the maintenance fee is due in full upon execution and acceptance of this Agreement by Dealer. If the maintenance fee remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.

4. Customer Obligation

Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.

5. Default

You will be in default under this Agreement if you (a) fail to pay the maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.

6. Charges

The maintenance charges hereunder will be payable by the Customer in advance in respect of the term of this Agreement. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer.

7. Attorneys' Fees and Costs

You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.

8. Limitations and Liability

Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve month period.

9. Termination and Reinstatement

This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.

10. Assignment

This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.

11. Term

This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior the end of the initial term or any renewal term that you do not want to renew the Agreement.

12. Waiver

Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.

13. Governing Law and Venue

This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.

14. Indemnity and Hold Harmless

To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.

15. Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement

The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.



COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT MAINTENANCE CONTRACT



D McLean County Government
Various Locations
Bloomington, IL 61702

T
O
B McLean County Government
104 W. Front Street
L Bloomington, IL 61701
L

Contract/Order #

Date: 07-07-09

CUSTOMER NO	CUST. P.O. NO	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE
900368					10SA05 BSCHMALSHOF/ LD

ORDERED	PKG	SHIPPED	PROD NO	DESCRIPTION	UNIT PRICE	AMOUNT
---------	-----	---------	---------	-------------	------------	--------

Equipment ID# SEE ATTACHED SPREADSHEET
 Accessories SN: on ARM550's/ARM620's

CONTRACT TYPE: Cost Per Copy/Print/Scan/Fax Maintenance Agreement
 CONTRACT COVERAGE: All service, parts, labor, mileage, drums, fuser rollers, black toner, black developer and preventative maintenance.

BEGINNING METER: VARIOUS MACHINES
 BEGINNING DATE: 01/01/2010 ENDING DATE: 12/31/2010

COST PER COPY/PRINT/SCAN/FAX: \$0.0055
 Customer agrees to pay above cost per copy/print/scan/fax for all copies/prints/scans/faxes made on above equipment for the term of the contract. Billing will occur quarterly from meter readings sent in by customer to Watts Corporate Office.

This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGED FOR REINSTATEMENT AFTER CANCELLATION.

Decision Maker: Craig Nelson
 Phone: 309-888-5100 Fax:
 Email: craig.nelson@mcleancountyil.gov

Key Op:
 Phone: Fax:
 Email:

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

Accounting:
 Phone: Fax:
 Email:

IT Contact:
 Phone: Fax:
 Email:

 TITLE DATE

 SIGNATURE

COMMENTS

PRINT NAME

1. Maintenance Services

During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:

- a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
- b) Repairs made necessary by service performed by persons other than Dealer.
- c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
- d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
- e) Provision or replacement of consumable supplies such as paper, masters, developer or toner.

2. Performance of Maintenance Services

Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 9:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.

3. Payment Terms

Payment of the maintenance fee is due in full upon execution and acceptance of this Agreement by Dealer. If the maintenance fee remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.

4. Customer Obligation

Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.

5. Default

You will be in default under this Agreement if you (a) fail to pay the maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.

6. Charges

The maintenance charges hereunder will be payable by the Customer in advance in respect of the term of this Agreement. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer.

7. Attorneys' Fees and Costs

You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.

8. Limitations and Liability

Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve month period.

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10. Assignment

This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.

11. Term

This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior to the end of the initial term or any renewal term that you do not want to renew the Agreement.

12. Waiver

Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.

13. Governing Law and Venue

This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.

14. Indemnity and Hold Harmless

To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.

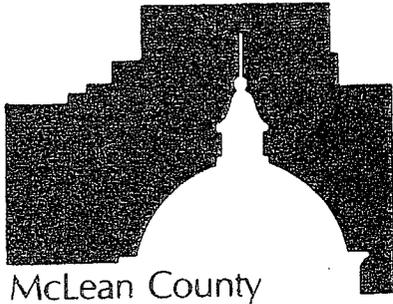
15. Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement

The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.



McLean County

INFORMATION SERVICES

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

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To: McLean County Executive Committee and McLean County Board
From: Craig Nelson, Director of Information Technologies
Date: December 1, 2009
Re: New World Systems SSMA (Standard Software Maintenance Agreement)

Please find attached a three year contract for software maintenance with New World Systems, the current provider of our financial systems software. Support includes issue resolution and standard updates to the system such as new W2 and 1099 forms each year.

I respectfully request approval of the attached SSMA from New World Systems and will be happy to answer any questions you may have.

Thank you

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **McLean County, IL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This SSMA shall remain in effect for a period of three (3) years from (start date) 1/1/10 to (end date) 12/31/12.

2. **Services Include**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-50

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos ® Financial Management Software	10
2. Logos ® Human Resources Software	1

**ANNUAL
MAINTENANCE See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2010 to 12/31/2010	\$33,264	12/15/2009
1/1/2011 to 12/31/2011	\$36,258	12/15/2010
1/1/2012 to 12/31/2012	\$39,520	12/15/2011

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: McLean County, IL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

McLean County, IL

Licensed Application Software

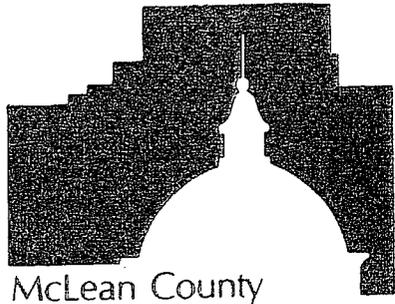
At August, 2009

1. Logos® Financial Management Software

- Financial Management Base Package
 - Base
 - General Ledger Module
 - Budgetary Reporting Module
 - Annual Budget Processing Module
 - Requisition Processing Module
 - Purchasing Module
 - Accounts Payable Module
 - Revenue Accounting Module
- Fixed Assets
- Government Reporting

2. Logos® Human Resources Software

- Payroll with Base Personnel



INFORMATION SERVICES

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

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

**Information Technologies Status Report
December 15, 2009**

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

Following is a brief summary of issues recently addressed by Information Technologies.

General Administration:

- Wrapped up LNJ cabling paperwork.
- Assisted in reviewing vendor situations for FY 2010.
- Led effort to develop video arraignment RFP.
- Assisted in gathering of data for CJCC group.
- Attended Central Illinois Regional fiber effort.
- Purchased PCs and laptops for various offices.

Hardware/Network

- Began implementation of new PCs
- Worked on implementation of new Helpdesk.
- Oversaw the last of the LNJ cabling project.

Programming/Database/Web

- Working on converting EJS to web-based platform.
- Began web revisions
- Loaded trial load of Child Support dataload.
- Working on drug court software system.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Technologies

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2010, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the "Program" to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2010 and ending on January 31, 2013. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

McLean County

Date

Bloomington-Normal Water Reclamation District

Date

Nancy Armstrong

11-19-2009

EAC Board President

Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Expand clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct multimedia stormwater educational campaign
 - i. Create and maintain McLean County Watersheds Forum website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - c. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - d. Invoices for services performed in accordance with item "D" of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: Nancy Armstrong, President

Date: 11-19-2009

Budget Amendment Narrative
Fund 0102
Dental Sealant Grant Fund

A budget amendment is required for the dental service programs offered by the Health Department. Continued demand for both children and adult dental services led to the decision to add an additional 1.5 days each week of dental services at the Health Department starting in July 2009. All increased expenses associated with adding these clinic days are balanced with additional revenue from the Illinois Department of Health & Family Services.

Dental Supplies experienced additional expenses associated with increased clinic activity and the inflationary cost of dental supplies experienced in FY2009. Client activity has continued to increase during FY2009 with the addition of a fourth full day of children's clinics and doubling the adult clinic hours which have resulted in a full day of adult clinic. Both increases impacted the clinic activity and corresponding supply needs.

The R.U.M. increase represents the Dental Clinic's portion of the cost associated with replacing the stairs in the Health Department Building.

Dental Services line item 0752-0001 is projected to exceed the original budgeted amount by \$35,000 to cover the cost of an additional contractual dentist services. During the course of FY2009 the children's dental clinic was increased to four full days a week and the adult program running one full day per week. The increased contractual costs will be off-set by additional IPA revenue.

Line item 0773-0001 Non-Contractual Services is projected to require \$14,000 to cover the cost of interpretive services offered by outside vendors related to dental services programming. The Health Department has a list of local individuals and services organizations that provide this service on an hourly rate basis. Interpretation of medical information and routine language services is required to allow for the provision of services to non-English speaking clients of the dental program.

Line item 0515-0001 is projected to require an extra \$10,000 to cover the salary expense associated with additional hours worked by the dental hygienist which were needed due to the Children's Dental Clinic increasing to four full days. These additional hours are supported through the increased billable IDPA services provided by the hygienist.

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0102

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2009 appropriation in Fund 0102 Dental Sealant Grant Fund, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0102-0061-0062-0407-4000 Public Aid Revenue by \$70,500 from \$236,722 to \$307,222.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Sealant Grant Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-Time Salary	\$ 18,903	\$ 10,000	\$ 28,903
0612-0003	Education Materials	\$ 300	\$ 3,000	\$ 3,300
0622-0002	Dental Supplies	\$ 16,700	\$ 8,000	\$ 24,700
0706-0004	Contract Svcs/RUM	\$ 15,556	\$ 500	\$ 16,056
0752-0001	Dental Services	\$134,470	\$ 35,000	\$169,470
0773-0001	Non-Contractual Svcs	\$ 0	\$ 14,000	\$ 14,000
TOTALS:		\$185,929	\$ 70,500	\$256,429

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

Adopted by the County Board of McLean County this _____ day of _____, 2009

ATTEST:

APPROVED:

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

Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09DentalAmend

2009 Budget Amendment Narrative
Fund 0105
Vision and Hearing Fund

During FY2009 the Vision & Hearing program experienced a significant increase in vision and hearing screening services for both school based programs and clinic service programs in McLean County. Due to fiscal constraints in the schools districts, many of the routine screening programs that were normally conducted by school nurses were found to be beyond the capabilities of reduced staffing compliments. The Health Department offers to provide school based screening programs via contract for an hourly rate including travel costs. Due to this increased demand for contact service hours and the increased demand for clinic screening services, a temporary adjustment in the part-time vision and hearing technician hours was required. The increase in salary expense will be offset by the additional revenue generated in the contract revenue from the schools and Medicaid revenue associated with clinic based services.

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0105

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2009 appropriation in Fund 0105 Vision and Hearing Fund, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0105-0061-0062-0410-0106 Vision & Hearing Fees by \$6,268 from \$1,875 to \$8,143 and 0105-0061-0062-0407-0056 Medicaid Vision & Hearing by \$3,044 from \$27,061 to \$30,105.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0105, Department 0061, Program 0062, Vision & Hearing Fund as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-time Employees Salary	\$ 6,505	\$ 8,650	\$ 15,155
0599-0003	Social Security Cont.	\$ 1,120	\$ 662	\$ 1,514
TOTALS		\$ 7,625	\$ 9,312	\$ 16,669

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

Adopted by the County Board of McLean County this _____ day of _____, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09VisionandHearingAmendment

A Resolution Amending the Fiscal Year 2009 McLean
County Full-Time Equivalent Position Resolution
Associated with an Ordinance to Amend the Fiscal Year
2009 McLean County Combined Appropriation and Budget
Ordinance for Fund 0105.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0105 to authorize position changes associated with increased employee hours due to assuming full-time responsibility of the Vision & Hearing Program which was originally shared with John M. Scott Resources.

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position</u>		<u>Annual</u>		<u>Months</u>	<u>Now</u>	<u>New</u>
			<u>Classification</u>	<u>FTE</u>					
Increase	0105-0061	0062	0515-8103	0.64		6.0	0.24	0.56	

This Amendment shall become effective and be in full force immediately upon adoption.

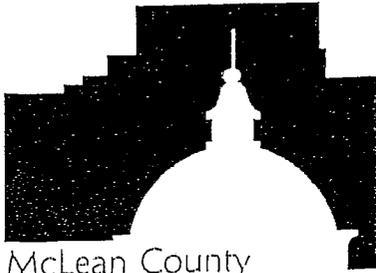
Adopted by the County Board of McLean County this _____ day of _____ 2009.

APPROVED

Matt Sorensen, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\09FTE105VisionTech



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

McLean County

TO: Honorable Chairman Benjamin Owens and Members, Finance Committee

FROM: Bill Wasson, Assistant County Administrator *WRW*

DATE: November 19, 2009

RE: Fiscal Year 2010 Compensation Plan and Associated Amendments to Chapter 10 of the McLean County Code

The McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and a schedule of Position Classifications and Pay Ranges for all non-union positions. The Position Classifications and Pay Ranges Schedule for Fiscal Year 2010 reflects the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009. The General Compensation Plan therefore contains no across the board wage rate increase and includes no merit increases for Fiscal Year 2010.

(Section 10.52-5 "Evaluations and Merit Increases" and Section 10.52-7 "Merit Increases" of the McLean County Code, commonly referred to as the "Personnel Code." need to be suspended effective January 1, 2010. This Suspension will remain in effect until December 31, 2010, unless re-instated at an early time by action of the McLean County Board.

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE GENERAL COMPENSATION PLAN FOR NON-UNION EMPLOYEES
AND POSITION CLASSIFICATIONS AND PAY RANGES
FOR FISCAL YEAR 2010

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions; and

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2010 reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code ; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees effective January 1, 2010 and the Position Classifications and Pay Ranges for Fiscal Year 2010; now, therefore,

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

- (1) That the General Compensation Plan for Non-Union Employees effective January 1, 2009 is hereby adopted for Fiscal Year 2010.
- (2) That the Position Classifications and Pay Ranges for Fiscal Year 2010 are hereby adopted.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

An ORDINANCE of the McLEAN COUNTY BOARD
AMENDING CHAPTER 10 OF THE McLEAN COUNTY CODE

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions which includes components of Chapter 10 of the McLean County Code commonly known as the Personnel Code; and

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2010 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code, reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code; now, therefore,

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

Chapter 10.52 "The Pay Plan – Composition and Definition" of the McLean County Code is hereby amended as follows: Chapter 10.52-5 Evaluations and Merit Increases and 10.52-7 Merit Increases, shall be suspended effective January 1, 2010 through December 31, 2010, unless otherwise re-instated by action of the McLean County Board.

10.52 THE PAY PLAN - COMPOSITION AND DEFINITION

10.52-1 COMPOSITION: The pay plan shall consist of the Position Classification and Pay Ranges for the fiscal year and the narrative document entitled General Compensation Plan for Non-Union Employees. The Position Classification and Pay Ranges for the fiscal year consists of minimum, midpoint, and maximum rates of pay, and is updated annually.

10.52-2 DEFINITIONS:

- A) Oversight Committee- The County Board committee assigned the responsibility of reviewing personnel salaries.
- B) AOIC (The Administrative Office of the Illinois Courts Probation Division)- Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C) General Employees- All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D) Permanent Employees- Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.

- E) Promotion- A change in an employee's position classification to a position classification which has a higher pay range.
- F) Demotion- A change in an employee's position classification to a position classification which has a lower pay range.
- G) Transfer- A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- H) Merit Anniversary Date- The date on which an employee is eligible for consideration for a salary increase based on performance.
- I) Position Appraisal Method (PAM)- A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

10.52-3 ANNUAL SALARY ADJUSTMENTS: All employees included in the Position Classification shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

10.52-4 PHILOSOPHY RELATED TO STEP PROGRESSION: All pay grades in the Position Classification contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A) Pay Progression- McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B) Merit Increases- McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C) Competency- The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D) Beyond Competency- Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E) Maximum Limits- The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

10.52-5 EVALUATIONS AND MERIT INCREASES:
(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- A) All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two (2) weeks.

- B) All merit increases require an average evaluation score consistent with the merit step chart detailed in Section 10.52-7. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C) The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D) The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

10.52-6 ESTABLISHING SALARIES:

- A) New Hires- In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the Position Classification includes employees scheduled for both a thirty-seven and one-half (37-1/2) hour workweek and a forty (40) hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the forty (40) hour workweek schedule.

Each Department Head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

- 1) Department Head Discretion- The Department Head may offer a starting rate up to a maximum of ten (10) steps above the minimum rate to a candidate for any position classification.
- 2) Impacted Positions List- Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A)1) above:
 - a) Experience Credit- The employee may receive a maximum of an additional three (3) steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of twelve (12) steps.
 - b) Education Credit- A professional employee may receive a maximum of an additional eight (8) steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.
 - c) The County Administrator may approve a maximum of an additional ten (10) steps, if, in the County Administrator's judgment, it is in the best interests of the County and necessary to attract the qualified employee.
- 3) Elected officials or Department Heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.
- B) Promotions- A promoted employee shall generally receive a five (5%) percent increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed five (5%) percent if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the Department Head. Any increase exceeding ten (10%) percent, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.
- C) Demotions- A demoted employee shall receive the same step in the new salary range as received of the previous (higher) salary range. However, in cases where an employee is returned to a previously held position during an evaluation period, they shall receive the same pay rate as received prior to being promoted. The

extent of the decrease may be lessened if, projected over the next twelve (12) months, this would result in a loss greater than the percentage differential between the two (2) salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the Department Head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

- D) Transfers- Transferred employees shall retain their present salary and merit anniversary date. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request that the employee's performance evaluation be completed by their previous department.

10.52-7 MERIT INCREASES:

(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- A) Eligibility- All permanent employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least nine hundred (900) hours of actual work hours (including benefit time) since the last merit increase (or four hundred and fifty (450) hours when the first merit increase is six (6) months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:
- 1) During which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
 - 2) At the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.
- B) Evaluation Period- All newly hired employees shall serve a six (6) month evaluation period which may be extended by the Department Head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete their evaluation period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in subsection C), and the end of the evaluation period shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their evaluation period.
- C) Merit Increase Ranges- Employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals one-half (1/2%) percent of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section 10.52-3.

COMPENSATION SCHEDULE: EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Steps						
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3

3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

COMPENSATION SCHEDULE: EMPLOYEES RANGE 12 AND LOWER

Evaluation Score	Employee's Current		Employee's Current		Employee's Current		Employee's Current	
	Step	# Steps						
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section 10.52-3 of this policy.

- D) Merit Increase Methodology- All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one (1/2%) percent of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E) Merit Standards- The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
- 1) Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
 - 2) Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for that position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
 - 3) Any department which exceeds this merit standard over a one (1) calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: one-half (1/2) of the number of steps indicated in the merit step chart.
 - 4) If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

10.52-8 POLICY REVIEW: This Position Classification and Pay Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors for one or more positions, and recommendations for changes thereto.

10.53 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES:

- A) Compensation ranges are linked directly to the plan of position classifications and shall be determined with due regard to ranges in pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in certain occupational categories, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the County and other economic considerations.

- B) Prior to the preparation of each annual budget, the County Administrator shall present a proposed compensation schedule to the Finance Committee for approval.

10.54 REALLOCATION DOWNWARD: When a reallocation of a position to a lower grade occurs, the incumbents shall remain at their present pay and will be eligible for the next annual merit increases based upon their previous Merit Anniversary Dates.

10.55 OVERTIME PAYMENTS

10.55-1 FLSA REQUIREMENTS: The Federal Fair Labor Standards Act (FLSA) requires that all employees who are not exempt from overtime payment and who are not salaried be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week. The County's workweek begins at 12:01 a.m. Sunday (midnight of Saturday night) and ends at that same time the following weekend. The overtime payment may either be in wages or in compensatory time gained (at the same one and one-half (1-1/2) rate).

10.55-2 EXEMPT/NON-EXEMPT: Those employees eligible for overtime include all employees in position classifications listed on the Salary Schedule as Grade ten (10) or below, except as specified, as well as those employees on the Salary Schedule in Grade eleven (11) or higher who are specifically designated as non-exempt. All elected officials are exempt from overtime by the nature of their positions.

10.55-3 CONTINUOUS/NON-CONTINUOUS: In conformance with the F.L.S.A., the following policy for providing overtime payment as wages or compensatory time shall be utilized for those employees who are eligible for overtime:

- A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with all paid hours counted toward the forty (40) hour requirement. However, this overtime pay/compensatory time shall not apply unless the hours actually worked added to the paid hours not worked exceeds the forty (40) hour requirement.
- B) Employees in continuous operations are those employees in position classifications with schedules which normally require overtime work because the position must be staffed on a twenty-four (24) hours-per-day basis, which often requires that a replacement be provided for any absence. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with only those hours actually worked counted toward the forty (40) hour requirement.

10.55-4 EMPLOYEES ELIGIBLE FOR STRAIGHT-TIME OVERTIME: Although hours worked below forty (40) in a work week are not regulated by the F.L.S.A. except as mandated by the minimum wage requirement, certain full-time employees are regularly scheduled to work less than 40 hours in a work week. Generally, such employees are on a thirty-seven and one-half (37-1/2) hours-per-week schedule. When such employees exceed their regularly scheduled full-time schedule (actual time worked), they shall receive straight-time overtime at the rate of 1.0 times their hourly rate for those additional hours worked below forty (40).

10.55-5 COMPENSATORY TIME: All employees who are eligible for overtime, as noted above, may be compensated with the equivalent compensatory time rather than monetary payment. This shall also apply to Straight-Time Overtime (Section 10.55-4). This election of compensatory time or monetary payment shall be made by the employee before such overtime is recorded on the County's time sheets. Compensatory time shall be recorded as the straight time equivalent, i.e. one (1) hour of overtime at the one and one-half (1-1/2) rate shall be reported as one and one-half (1-1/2) hours of compensatory time earned; the same hour of overtime at the 1.0 rate shall be reported as 1.0 hour of compensatory time earned, etc.

10.55-6 COMPENSATORY TIME ACCRUAL LIMITS: All such earned Compensatory Time must be reported under the proper pay code so that all such employees' pay stubs will contain their actual balances. Employees who are not eligible for overtime payment may not report any hours as earned Compensatory Time. No employee's actual Compensatory Time balance shall exceed forty (40) hours.

10.55-7 COMPENSATORY TIME OFF: Employees who request Compensatory Time Off, i.e. to use their earned Compensatory Time, shall make such requests in a manner consistent with departmental procedures, and in increments of fifteen (15) minutes. Such requests shall be granted unless there is a negative impact on the department's operation. Such accrued Compensatory Time must be used by employees prior to the termination of their employment, since the purpose of electing Compensatory Time is to have time off, unless this is not possible.

for operational reasons. Accrued Compensatory Time is not eligible for monetary payment, unless such time remains after the employee's termination.

10.55-8 PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES: Salaried exempt employees are not eligible for overtime or Compensatory Time Off and shall not have their pay reduced because of absence during a work week other than for disciplinary suspensions in increments of one (1) week, for major violations of safety rules or lack of benefit time to provide payment during such an absence. Pay reductions for these reasons shall be not less than one (1) day increments.

10.55-9 REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Department Head in advance of being worked. If prior authorization is not feasible because of conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Department heads will make every effort to assign overtime as equitably and evenly as possible.

10.56 MISCELLANEOUS PAY PROVISIONS

10.56-1 ADMINISTRATIVE ADJUSTMENTS: When the County Administrator determines that a salary adjustment may resolve a manifest error or clear an inequity, and after approval of the Finance Committee, the County Administrator shall make such adjustments within the Pay Plan. Requests for such adjustments must be initiated by the Department Head. The County Administrator shall review the adjustment request on the basis of benefit to the County, funds available and the seriousness of the error or inequity described.

10.56-2 TEMPORARY UPGRADE: When, in the normal course of conducting the County's business, the function of an office is impaired by an absence of six (6) weeks or more of personnel with duties vital to the County's business, the employee assuming the responsibility for additional duties of a higher job class, outside of their normal job class, may be eligible for a temporary pay upgrade for the length of time that the employee performs those extra duties.

A) Procedure for requesting temporary upgrades:

- 1) Any request for temporarily upgrading an employee must be submitted by the Department Head, or designee, in writing to the County Administrator's Office.
- 2) Compensation for an upgraded employee will not be made until the request for the upgrade has been submitted by the Department Head and approved by the County Administrators Office. Compensation will not be retroactive for any period of time prior to the beginning of the next pay period following the date the request was received in the County Administrators Office.
- 3) Court Services employee upgrades must be approved by the Administrative Office of the Illinois Courts (AOIC).

B) Procedure for approval of temporary upgrades:

The County Administrator may approve such an upgrade using the following criteria:

- 1) The position that is temporarily vacated has duties that cannot be left unattended for an extended period of time.
- 2) The immediate supervisor of the temporarily vacated position, if there is a supervisor, is unable to fulfill those duties.
- 3) The absence of the employee is unavoidable and the department has no control over the absence.
- 4) The duties and responsibilities of the temporarily vacated position are such that they cannot be efficiently done when spread among many employees and can only be efficiently accomplished by upgrading an employee.
- 5) The employee will be performing duties and responsibilities that would normally be done exclusively by an employee in a job class the equivalent of at least three (3) pay grades higher, or, in the following circumstances, at least two (2) pay grades higher:
 - a) The temporary upgrade involves additional supervisory responsibilities, and/or
 - b) The temporary upgrade involves financial responsibilities for which the employee is normally not responsible, and/or
 - c) The temporary upgrade involves making policy decisions for which the employee is normally not responsible.

6) These additional duties will constitute at least fifty (50%) percent of the employee's workday.

C) Appeals

When a request for temporary upgrade is denied by the County Administrator, or designee, the Department Head may appeal the decision to the oversight committee responsible for personnel policies. The Department Head

shall not be permitted to introduce information to the committee that was not made available to the County Administrator. The decision of this committee shall be final.

D) Compensation

An employee who receives a temporary upgrade of one (1) pay grade higher than their normal job class shall receive no additional compensation. An employee who receives a temporary upgrade of two (2) pay grades higher shall receive a five (5%) percent increase to their normal pay. An employee who receives a temporary upgrade of three (3) or more pay grades shall receive a ten (10%) percent increase to their normal pay.

ADOPTED by the McLean County Board this 15th day of December, 2010.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

e:bill/cobd/ord_amend personnelcode_Dec2010

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
M	\$5.2303	\$10.7703	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$10.0550	\$14.5801			
2	\$10.8090	\$15.6713	80	Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0003 3301 7301 8311
3	\$11.6194	\$16.8473	80	Custodian CNA Coordinator	7131 8004
4	\$12.4913	\$18.1176	75	Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission	0005 0011 0023 1202
			80	Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I	0007 3107 7142 7152 7210
5	\$13.4281	\$19.4755	75	Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist	0101 0201 8101 8103
			80	Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor	7133 7143 7153 7221 9015
6	\$14.4352	\$20.9367	75	Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector	0012 0046 0202 1101 1135 1205 2001 5001 5002
			80	Parks Maintenance Worker II Fleet Mechanic Activity Director	7211 7303 8305

* = Exempt Position
All positions beyond
Grade 10 are exempt

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
7	\$15,5180	\$22,5068	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Crime Technician/Evidence Custodian	3020				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Licensed Practical Nurse-Nursing Home	8005
								Licensed Practical Nurse	8006
				8	\$16,6818 \$32,529	\$24,1911 \$47,173	75	Administrative Support Supervisor II	0016
County Administrator's Assistant	0019								
Program Administrator, County Clerk	0025								
Chief Deputy Recorder*	0031								
Human Resources Assistant	0041								
Victim Witness Program Coordinator*	1136								
Circuit Clerk-Division Supervisor I	1215								
CASA Coordinator*	2305								
Veterans Assistance Officer*	2403								
Assistant Director-EMA	3203								
Inmate Program Supervisor	4109								
GIS Technician	5005								
Senior Assessor	5012								
Heavy Equipment Mechanic	7305								
WIC Nutritionist*	8041								
Health Promotion Specialist*	8115								
Case Manager*	8123								
80	\$34,698 \$34,698	\$50,318 \$50,317	80					Engineering Technician II	6104
								Domestic Services Director	7125
								Assistant to the Nursing Home Administrator	8131
9	\$17,9323 \$34,968	\$26,0066 \$50,713	75	Senior Accounting Specialist	0103				
				Network Support Specialist	0211				
				Defense Investigator	1127				
				Circuit Clerk-Division Supervisor II	1216				
				Probation Officer I	1301				
				Emergency Communications Supervisor	3104				
				Inmate Assessment Specialist I*	4108				
				Clinic Nurse*	8011				
				Registered Nurse*	8013				
				Registered Nurse-Nursing Home	8014				
				Public Health Nurse*	8015				
				School Health Nurse Consultant*	8017				

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
9(cont.)	\$17,9324	\$26,0066	75	Communicable Disease Investigator*	8105				
				Public Health Communications Specialist*	8113				
				Quality Assurance Specialist*	8127				
	\$37,299	\$54,093	80	Staff Sanitarian	8403				
				Animal Control Director	2007				
				Juvenile Detention Officer	4001				
				Juvenile Detention Program Coordinator	4002				
				Detention Training/Accreditation Specialist*	4011				
				Highway Labor Manager	7014				
				Operations Officer, Parks and Recreation	7216				
				Assistant Director of Nursing-LPN	8031				
				Social Services Director	8325				
				Food Services Supervisor	9017				
				10	\$20,6228	\$29,9043	75	Staff Accountant*	0105
Internal Auditor*	0106								
Financial Reporting Specialist*	0107								
\$40,215	\$58,313	80	Computer Services Coordinator*		0213				
			Assistant States Attorney I*		1105				
			Assistant Public Defender I*		1112				
			Probation Officer II		1302				
			Chief Deputy Coroner*		2104				
			Emergency Communications Supervisor*		3104				
			Inmate Assessment Specialist II*		4110				
			Assistant Chief County Assessment Officer		5015				
			Planner-Building and Zoning*		6011				
			Fleet Manager		7307				
			Clinic Supervisor*		8025				
			WIC Nutritionist/Program Coordinator*		8043				
			Communicable Disease Program Coordinator*		8107				
			Health Promotion Program Manager*		8117				
			DCFS Lead Agency Coordinator*		8121				
			Forensic Interviewer*		8124				
			Case Management Supervisor*		8125				
			Birth to Three Assurance Coordinator*		8141				
			Bio-Terrorism/Public Health Planner*		8128				
			\$42,895		\$62,201	80	Senior Staff Sanitarian*	8405	
							Facilities Maintenance Foreman	7145	
							Juvenile Detention Shift Supervisor	4003	
							Project Manager	6101	
							Highway Maintenance Coordinator I	7015	
							Assistant Director of Nursing-RN	8030	
			11		\$48,257	\$69,984	75	Chief Deputy County Clerk*	0027
								Programmer	0205
GIS Specialist	0208								
Network Security Specialist	0214								
Assistant States Attorney II	1106								
State's Attorney Investigator	1111								
Assistant Public Defender II	1113								
Chief Deputy-Circuit Clerk	1217								
Deputy Director-Court Services	1305								
Assistant Director-MMCCC	3109								
Assistant Superintendent-JDC	4005								
Jail Operations Supervisor	4105								
Civil Engineer I	6105								
Highway Maintenance Coordinator II	7016								

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
11 (cont.)	\$48,257	\$69,984		Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$53,084	\$76,970		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-EMA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Assistant Jail Superintendent	4106
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$58,390	\$87,595		Chief Systems/Database Coordinator	0210
				Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Command Lieutenant	3006
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$62,771	\$94,160		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$67,478	\$101,219		Director-Administrative Services	0302
				Director-Information Technologies	0333
				Assistant Public Defender V	1116
16	\$70,852	\$106,279		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$74,396	\$111,591		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$76,255	\$114,382			
19	\$78,161	\$117,253		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$82,070	\$123,103			
21	\$94,379	\$141,570		County Administrator	0305



COURT SERVICES

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Adult Division
Room 700
Ph: 309-888-5360
Fax: 309-888-5434

Juvenile Division
Room 701
Ph: 309-888-5370
Fax: 309-888-5831

Extended Day
Room 703
Ph: 309-888-5370
Fax: 309-888-5831

MEMO:

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth Robb
Date: November 23, 2009
Re: Redeploy Illinois Grant/Emergency Appropriation Ordinance

Attached, please find an emergency appropriation ordinance for the 2010 calendar year based upon the renewal of the Redeploy Illinois Grant that was signed in September of 2009. It is anticipated that the funds received for the continuation of the grant for 2010 will total \$110,321.

I will be available at the Justice Committee meeting on Tuesday evening December 1 at 4:30 p.m. to answer any questions you may have.

Thank you for your consideration in this matter.

An **EMERGENCY APPROPRIATION** Ordinance
 Amending the McLean County Fiscal Year 2010
 Combined Annual Appropriation and Budget Ordinance
 Fund 0001 General Fund
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; 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 2010 in the amount of \$110,321.00 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2010 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, December 1, 2009, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010 to appropriate and budget this additional revenue in the Fiscal Year 2010 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 BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant	\$ 0.00	\$110,321.00	\$110,321.00

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:

(2)

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0601.0002 Clothing-non employee	\$1,300.00	\$500.00	\$1,800.00
0001-0022-0024-0607.0001 Food	\$8,000.00	\$2,000.00	\$10,000.00
0001-0022-0024-0608-0001 Fuel and Oil	\$10,290.00	\$1,000.00	\$11,290.00
0001-0022-0024-0612-0001 Books and Videos	\$735.00	\$1,000.00	\$1,735.00
0001-0022-0024-0620.0001 Operating/Office Supplies	\$12,840.00	\$3,500.00	\$16,340.00
0001-0022-0024-0621.0001 Non-Major Equipment	\$3,480.00	\$500.00	\$3,980.00
0001-0022-0024-0706.0001 Contractual Services	\$30,000.00	\$76,821.00	\$106,821.00
0001-0022-0024-0718.0001 Schooling and Conferences	\$20,488.00	\$12,000.00	\$32,488.00
0001-0022-0024-0723-0001 Psychiatric/Psychological	\$10,000.00	\$10,000.00	\$20,000.00
0001-0022-0024-0742-0001 Vehicle Maintenance	\$2,470.00	\$1,000.00	\$3,470.00
0001-0022-0024-0795.0003 Telephone Service	\$21,082.00	\$2,000.00	\$23,082.00
		<hr/>	
TOTAL		\$110,321.00	

(3)

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.

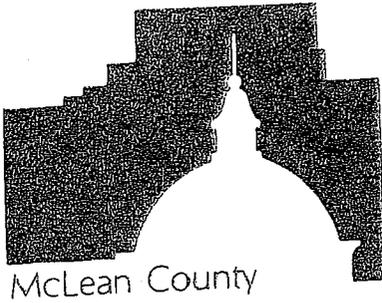
ADOPTED by the County Board of McLean County this 15th day of December, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



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

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

November 24, 2009

TO: Mr. Tari Renner, Chairman Justice Committee
FROM: Sheriff Mike Emery
RE: December 1, 2009 Justice Committee Meeting

I would respectfully request that the following items be placed on the December 1, 2009, Justice Committee Agenda for Action and Information.

ACTION

- 1) Request approval of the 2010 G.E.D. Contract between the McLean County Sheriff's Office, Jail Division and Heartland Community College: (Please see attached.)

INFORMATION

- 1) McLean County Detention Facility Report: (Please see attached.)

Mike Emery
Sheriff

It is the desire of Heartland Community College (HCC), the McLean County Sheriff's Office, Jail Division (JAIL), and the McLean County Board, to provide GED preparation courses at the McLean County Detention Facility To that end, the following agreement defines a cooperative framework to provide such educational services.

HCC and JAIL agree to the following terms:

Terms of Agreement	HCC will provide GED instruction for inmates of the JAIL.
Duration of Agreement	<p>This agreement will commence January 1, 2010 and will continue through June 30, 2010.</p> <p>This agreement may be modified by mutual consent of both organizations. Substantive modifications may require execution of a new agreement.</p>
Class Schedules	<p>HCC will offer GED classes at the JAIL according to the following schedule: Monday-Friday, 8-10:30 AM.</p> <p>Classes will commence January 11, 2010 and meet through June 30, 2010. Class will not meet on the following dates: Jan 18 (MLK), Mar 8-12 (Spring Break), May 10-21 (Summer Break), and May 31 (Memorial Day).</p> <p>HCC will provide reasonable notice of class cancellations due to instructor illness or other emergencies to the JAIL. Classes at the JAIL will be cancelled if HCC is closed due to weather conditions. JAIL staff should consult the HCC website or local media outlets for information about weather closures.</p> <p>When possible, HCC will provide a substitute instructor for planned instructor absences.</p>
Personnel	<p>The GED instructor shall be employed by HCC. HCC will make hiring decisions and pay instructor wages. The instructor shall meet qualifications established by HCC in cooperation with the Superintendent of the JAIL or his designee.</p> <p>The GED instructor/or substitute instructor shall be submitted to the same security clearances as the volunteers entering the Facility.</p>
Participants and Enrollment	<p>The JAIL will be responsible for assigning students to the program. A maximum of 12 students will make up a class.</p> <p>The instructor will complete the student enrollment process, including pre-testing according to HCC-established guidelines during class time.</p> <p>New students may not be enrolled during the following periods in order to comply with the official HCC schedule: April 26-May 7.</p>

Instruction and Discipline

HCC in cooperation with the instructor and the JAIL will determine methods and delivery of instruction. The instructor will have sole responsibility for daily lesson plans.

The instructor will have the right to have removed, any student from a single class session for cause. "Cause" shall include: disruptive student behavior, failure to follow instructor's directions, failure to follow established class rules, violations of any rule or regulation of the McLean County Detention Facility, or for any other reasonable grounds. The desire for the permanent removal of a student for cause, along with all reports shall be referred to the Sheriff (or his designee) for review. Only the Sheriff (or his designee) shall determine if a student is to be permanently removed from a class.

Facilities

The JAIL will provide classroom facilities with necessary furniture and equipment for conducting instruction at the JAIL.

The JAIL will provide adequate, secure space to store instructional materials, supplies, and student records.

The JAIL will communicate any changes in facilities, equipment or storage to HCC with advanced and reasonable notice.

Materials

The JAIL will provide necessary instructional materials and supplies.

Records and Data

HCC will maintain all paper and electronic records for students enrolled in courses offered as part of this agreement.

HCC will accommodate reasonable JAIL requests for records, reports, or data in a timely manner.

Compensation

HCC will invoice McLean County for actual instructional costs not to exceed \$4,100.00 for the contract period (two installments of \$2,050.00 mid January and mid April).

HCC will not invoice McLean County for classes that are cancelled due to instructor absence.

Resolution of Problems

HCC and JAIL agree that they will cooperatively seek a satisfactory resolution to any problem that may arise during the term of this agreement.

Prior Agreements and Amendments

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein.

Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signatures to this Agreement on the date below indicated.

Mary Beth Trakinat, Vice President of Continuing Education,
Heartland Community College

Date

Mike Emery, McLean County Sheriff

Date

Matt Sorensen, Chairman
McLean County Board

Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County
Board of McLean County, IL

Date

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1. Town of Normal: community electronics recycling and educational exhibits - \$12,500;

WHEREAS, the Land Use and Development Committee, at its regular meeting on December 3, 2009 recommended approval of the recommendation received from the Solid Waste Technical and Policy committee; now, therefore,

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

1. The McLean County Board hereby approves the following grant application and the amounts requested for grant funds from the County's Solid Waste Management Fund:
 - a. Town of Normal: community electronics recycling and educational exhibits - \$12,500.
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of December, 2009

ATTEST:

APPROVED:

Peggy Ann Milton
County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

ATTACHMENT NUMBER 19 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2010 and ending December 31, 2010, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,979,855.00.

This ATTACHMENT NUMBER 19 is executed this 5th day of January, 2010, by the officers of the Public Building Commission of McLean County, Illinois and on December ____, 2009 by the officers of the County of McLean.

ATTEST:

APPROVED:

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

Chairman of the County Board
Matt Sorensen, Chairman

ATTEST:

APPROVED:

John L. Morel, Secretary of the PBC

By: _____
Robert W. Rush, Chairman

LEASE AND CONTRACT EXTENSION AGREEMENT NO. 7 EXTENDING
THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT
FOR OPERATION AND MAINTENANCE ALL
DATED DECEMBER 3, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 2010 at an annual rent and payment of \$175,724.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$175,724.00.

This Extension Agreement No. 7 is executed this 5th day of January, 2010 by the Officers of the Public Building Commission of McLean County, Illinois and on December____, 2009 by the Officers of the County of McLean, Illinois.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

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