

Proceedings
of the
County Board
of
McLean County,
Illinois

February 18, 2003

*Subject to approval at
March 18, 2003
County Board Meeting*



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February 18, 2003

The McLean County Board met on Tuesday, February 18, 2003 at 9:01 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members George Gordon, Susie Johnson, Adam Kinzinger, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, and Michael Sweeney.

The following Member was absent:

Stan Hoselton

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

6. CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, January 21, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
1. Request Approval of results of letting for the sale of property in Lexington from January 29, 2003 1
 2. Request Approval of letting results from January 29, 2003 letting for County & Townships MFT projects 2-5
 3. Request Approval of letting results for the purchase of trucks and dump bodies 6-7
 4. Request Approval of purchase of pickup trucks from State bid 8
 5. Request Approval of Agreement with Hanson Professional Services, Inc. for Access Management Study 9-15
- C. Building & Zoning – Phil Dick, Director
1. Zoning Cases:
 - a) Approve the application of Easter Seals – UCP in case 02-58-S. They are requesting to amend a special use that was granted in case 98-50-S for an expansion of an Institutional Camp on property which is located along Lake Bloomington in Money Creek and Hudson Townships at 10 Timber Pointe Lane, Hudson. 16-17
 - b) Approve the application of Brian and Mandy Wiltz in case 03-02-S. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on a 6.25 acre property which is located in Lexington Township immediately north of 2100 North Road and approximately ¼ mile west of 2800 East Road. 18-20
 - c) Approve the application of Duane and Karen Kindred in case 03-03-S. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is located in Randolph Township immediately east of 1300 East Road and approximately ½ mile north of 700 North Road. 21-22
 - d) Approve the application of the City of Bloomington in case 03-04-S. They are requesting a special use to allow an elevated water tower as a major utility in the Commercial District on property which is located in Normal Township immediately north of Old U.S. Business Route 66 and approximately ½ mile east of Veterans Parkway. 23-24

D. Transfer Ordinances

25

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

Finance Committee

1) Items to be presented for Action:

- a) Request for Review and Approval of 2003
McLean County Employee Wellness Program 26-46

Property Committee

1) Items to be presented for Action:

- a) Request Approval of Office Layout Plans for
Future Offices at Government Center: Mr. Gene
Asbury and Mr. Paul Young, Young Architects 47

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

a) REAPPOINTMENTS:

Southeastern McLean County Water Authority

Jerome K. Nord
510 East Lincoln Street
Saybrook, Illinois 61770
Appointed to a Three-Year Term that expires
on February 19, 2006

Trustee of the Carlock Fire Protection District

Fred Gent
RR 1, Box 110
Carlock, Illinois 61725
Appointed to a Three-Year Term that expires
on April 30, 2006

Octavia Fire Protection District

Kent Peterson
RR 2
Colfax, Illinois 61728
Appointed to a Three-Year Term that expires
on April 30, 2006

LeRoy Fire Protection District

Leon Gibson
3 Golden Acres
LeRoy, Illinois 61752
Appointed to a Three-Year Term that expires
on April 30, 2006

Randolph Fire Protection

James Murphy

RR 2

Heyworth, Illinois 61745

Appointed to a Three-Year Term that expires
on April 30, 2006

Golden Rule Drainage District

Donald Wayne Eymann

31253 East 3100 North Road

Chenoa, Illinois 61726

Appointed to a Three-Year Term that expires
On the first Tuesday in September, 2006

b) APPOINTMENTS:

None

c) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

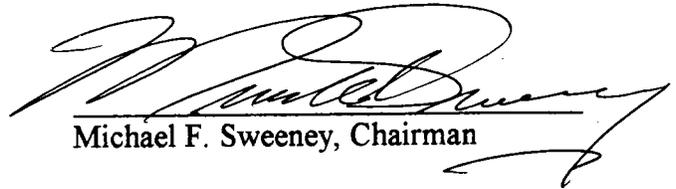
WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 4, 2003, for a letting held on January 29, 2003 for the sale of Surplus Land, and

WHEREAS, the Transportation Committee duly approved the bids on February 4, 2003

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

Located in the City of Lexington on the corner of P.J. Keller Highway and Old Route 66 and consists of 0.47 acres more or less.

Sell to Mark Killian for the amount of \$2,500.00


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 18, 2003

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of February A.D., 2003.

[SEAL]


County Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 4, 2003, for a letting held on January 29, 2003 for McLean County and various Road Districts 2003 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on February 4, 2003

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

2003 MFT SECTIONS:

McLean County..... Sec. 03-00000-00-GM..... GR. 3

The successful bidders for the above section were:

Rowe Construction (Heyworth)	\$7,500.00
Valley View, Ind. (McDowell)	\$8,000.00
Prairie Materials (Eppards Point)	\$8,100.00
Stark Materials (Rettick)	\$7,770.00
Stark Materials (Stringtown)	\$7,350.00
Stark Materials (Heyworth)	\$6,890.00

McLean County..... Sec. 03-00000-00-GM..... GR. 4

The successful bidders for the above section were:

Rowe Construction (Goodfield)	\$43,500.00
Prairie Materials (Eppards Point)	\$36,000.00
Stark Materials (Heyworth)	\$45,000.00
Stark Materials (Rettick)	\$43,500.00
Stark Materials (Stringtown)	\$45,000.00
Valley View Industries (McDowell)	\$36,000.00

McLean County..... Sec. 03-00000-00-GM..... GR. 5

The successful bidder for the above section was:

Prairie Materials (Eppards Pt)	\$3,725.00
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McLean County..... Sec. 03-00000-00-GM..... GR. 6

The successful bidder for the above section was:

Prairie Materials (Eppards Pt)	\$7,750.00
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McLean County..... Sec. 03-00000-00-GM..... GR. 8

The successful bidder for the above section was:

McLean County Asphalt Co.	\$7,400.00
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McLean County..... Sec. 03-00000-00-GM..... GR. 9

The successful bidder for the above section was:

Rowe Construction Co. (Downs Plant)	\$17,500.00
McLean County Asphalt Co., (Yuton Rd.)	\$17,500.00
H.J. Eppell Co., (Route 66)	\$19,000.00

McLean County..... Sec. 03-00000-00-GM..... GR. 10
The successful bidder for the above section was:
McLean County Asphalt Co., Inc..... \$41,550.00

McLean County..... Sec. 03-00000-00-GM..... GR. 14
The successful bidder for the above section was:
Towanda Company..... \$43,811.60

Allin R.D..... Sec. 03-01000-00-GM..... GR. 10
The successful bidder for the above section was:
McLean County Asphalt Co., Inc..... \$7,000.00.

Anchor R.D. Sec. 03-02000-00-GM..... GR14
The successful bidder for the above section was:
Carri Scharf Trucking..... \$14,625.00

Bellflower R.D. Sec. 03-04000-00-GM..... GR 4
The successful bidder for the above section was:
Prairie Materials, Inc..... \$24,000.00
Valley View Ind. \$24,000.00

Chenoa R.D. Sec. 03-09000-00-GM..... GR. 10
The successful bidder for the above section was:
McLean County Asphalt Co., Inc..... \$14,000.00

Cropsey R.D. Sec. 03-10000-00-GM..... GR. 10
The successful bidder for the above section was:
McLean County Asphalt Co., Inc..... \$12,600.00

Danvers R.D. Sec. 03-12000-00-GM..... GR 4
The successful bidders for the above section were:
Rowe Construction (Timberline)..... \$10,875.00
Prairie Materials (Eppards Pt.) \$ 9,000.00
Stark Materials (Stringtown)..... \$11,250.00
Valley View Ind.(Fairbury)..... \$ 9,000.00

Danvers R.D. Sec. 03-12000-00-GM..... GR. 10
The successful bidder for the above section was:
McLean County Asphalt Co. ,Inc..... \$13,400.00

Dawson R.D. Sec. 03-13000-00-GM..... GR 10
The successful bidder for the above section was:
McLean County Asphalt..... \$3,500.0

Downs R.D..... Sec. 03-14000-00-GM..... GR 10
The successful bidder for the above section was:
McLean County Asphalt..... \$13,800.00

Empire R.D..... Sec. 03-16000-00-GM..... GR 19

The successful bidder for the above section was:

Rowe Construction Co.(Downs Pit) \$1,305.00
Stark Materials, Inc. (Rettick Pit)..... \$1,200.00

Empire R.D..... Sec. 03-16000-00-GM..... GR 20

The successful bidder for the above section was:

Rowe Construction Co.(Heyworth Pit)..... \$2,400.00
Stark Materials, Inc. (Gesell Pit) \$2,250.00

Martin R.D. Sec. 03-22000-00-GM..... GR10

The successful bidder for the above section was:

McLean County Asphalt \$3,900.00

Mount Hope R.D. Sec. 03-24000-00-GM..... GR10

The successful bidder for the above section was:

McLean County Asphalt \$8,750.00

Normal R.D. Sec. 03-25000-00-GM..... GR 10

The successful bidder for the above section was:

McLean County Asphalt \$5,865.00

Randolph R.D..... Sec. 03-27000-00-GM..... GR 10

The successful bidder for the above section was:

McLean County Asphalt \$11,040.00

Towanda R.D..... Sec. 03-28000-00-GM..... GR 10

The successful bidder for the above section was:

McLean County Asphalt \$6,800.00

West R.D..... Sec. 03-29000-00-GM..... GR 4

The successful bidder for the above section was:

Rowe Construction Co.(Downs Pit) \$12,687.50
Stark Materials, Inc.(Rettick Pit)..... \$12,687.50
Prairie Materials, Inc. (Eppards Pt) \$10,500.00

West R.D..... Sec. 03-29000-00-GM..... GR 10

The successful bidder for the above section was:

McLean County Asphalt \$11,040.00

Yates R.D..... Sec. 03-31000-00-GM..... GR10

The successful bidder for the above section was:

McLean County Asphalt \$14,400.00

2003 NON-MFT SECTIONS:

McLean County Sec. 03-00000-00-GM Non-MFT Pipe Culverts

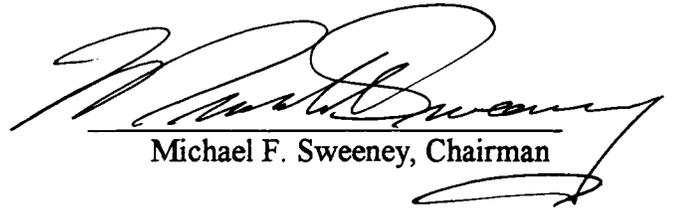
The successful bidder for the above section was:

Contech Construction Products..... \$196,242.60

McLean County Sec. 03-00000-00-GM Non-MFT PVC Storm Sewer

The successful bidder for the above section was:

Contech Construction Products..... \$46,806.30


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 18, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18 day of February, A.D., 2003.

[SEAL]


County Clerk

RESOLUTION BY THE MCLEAN COUNTY BOARD

WHEREAS, the McLean County Board's 2003 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2003 Motor Grader, one (1) 2003 4-Wheel Drive Cab Tractor, Two (2) 2003 Tandem Cab & Chassis, Two (2) Dump Body and Hoist, and

WHEREAS, McLean County Highway Department receive sealed bids on January 29, 2003,

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

1 – 2003 Motor Grader fromMartin Equipment Company
P.O. Box 70
Goodfield, Illinois 61742
for the amount of \$39,761.00
with trade-in

1 – 2003 4-Wheel Drive cab tractor...Central Illinois Ag
P. O. Box 506
Atlanta, Illinois 61723
for the amount of \$44,555.00

2 – 2004 Tandem Cab & ChassisJ. Merle Jones & Sons
P.O. Box 429
Normal, Illinois 61761
for the amount of \$100,002.00
with trade-in

2 – 2003 Dump Body and Hoist from Koenig Body & Equipment
2428 Farmington Rd.
Peoria, Illinois 61604
for the amount of \$36,848.00

Approved by the County Board on February 18, 2003

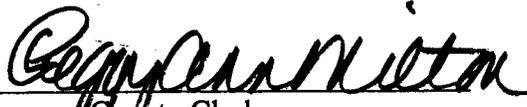

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 18 day of February, A.D., 2003.

[SEAL]


County Clerk

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR PURCHASE OF EQUIPMENT FROM THE STATE BID

WHEREAS, the McLean County Board's 2003 Budget for the McLean County Highway Fund 0120, includes the purchase of four (4) 2003 Pick up trucks, and

WHEREAS, Landmark Ford, Springfield, Illinois has the State bid for Ford pickup trucks, now, therefore,

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

2 – 2003 ½ Ton Ford F150 Long Bed pickups@ \$27,867.00

WHEREAS, Green Chevrolet, Peoria, Illinois has the State bid for Chevrolet pickup trucks, now, therefore,

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

2 – 2003 ½ Ton Chevrolet 1500 Extended Cab@ \$35,759.16

Approved by the County Board on February 18, 2003



Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 18, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 18 day of February, A.D., 2003.

[SEAL]



County Clerk

AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS

Section I. Parties to and Purpose of the Agreement

This Agreement is entered into this _____ day of February, 2003, by and between McLean County (COUNTY), and Hanson Professional Services, Inc. (HANSON).

Project Description:

Prepare an Access Management Study for McLean County, Illinois, that includes a planning report, a model access management policy and a model access management ordinance.

Section II. Scope of Services

Services/Project Work Tasks:

1. Assessment and definition of pertinent legal authority for the adoption and implementation of an Access Management Plan.

Complete a review of other access management plans and Illinois State Statutes, including the Illinois Highway Code and the Illinois Municipal Code, to determine legal authority for adoption of an access management ordinance.

2. Formulation of Access Management Plan components, derived from evaluation of local conditions and application of generally accepted practices and standards.
 - a. Development of an access classification framework, including the definition of an access classification system.
 - i. Create an access classification framework that can be used to classify major roadways within the region. Major roadways (collector and higher levels of use as defined in the Federal Highway Administration Functional Classification System) will be defined according to the access classification system.
 - ii. The classification system will be based on the functional class of the roadway, and upon the existing and projected traffic volumes of a given roadway, and the adjacent land use(s).
 - b. Definition of appropriate access point spacing.
 - i. Access spacing guidelines will be defined by type of access, such as signalized, unsignalized, and right-in, right-out entrances.

AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS

- ii. Guidelines will define the maximum number of entrances per land use and frontage available, and requirements for secondary or primary access off of adjacent streets.
 - iii. Access point spacing will be categorized for public and private access.
 - c. Specify requirements for access according to the needs and limitations in defined locations.
 - i. Develop access point categories and their characteristics.
 - ii. Establish provisions for individual uses to facilitate compliance.
 - iii. *Exclude* certain issues from the waiver procedure.
 - d. Develop waiver provisions and procedure, including definition of qualifying factors.
 - i. Investigate the legal authority for waivers *or* trade-offs.
 - ii. Make recommendations concerning a waiver process.
 - iii. Review creative methods for allowing nonconforming uses, *and recommend best approach to implementation.*
- 3. Preparation of Planning Report, to include:
 - a. Summary of research and analysis conducted.
 - i. Existing access management plans will be *submitted* as examples.
 - ii. *Examples* will be presented to county staff and/or the steering committee for review.
 - iii. *HANSON will submit* recommendations.
 - b. Model Access Management Policy
 - i. Elements from plan examples will be combined into a draft model access management policy and draft model ordinance.
 - ii. Draft will be presented to and reviewed by the *steering committee.*

AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS

c. Model Access Management Ordinance

A complete access management ordinance will be prepared and submitted for review *by the steering committee and counsel to participating local governments.*

4. Existing Corridor Example/retrofitting

- a. HANSON will provide *review and analysis* of an existing corridor to demonstrate *the application* of the access management policy.
- b. *The final project report will include* discussion of retrofitting existing access points, in lieu of a redevelopment plan, by buying access, installing medians, or otherwise modifying existing access.
- c. *The final project report will include* recommendations for further actions with regard to retrofitting.

5. Public Involvement

- a. Three public meetings with participating governments (McLean County, Bloomington, and Normal) are included.
- b. One public meeting with the business/development community is included.
- c. Up to four meetings with the steering committee are included.

SECTION III. PROJECT SCHEDULE

HANSON will complete the PROJECT by June 30, 2003, contingent on timely input and reviews by the COUNTY and the steering committee.

SECTION IV. COMPENSATION

The COUNTY shall compensate HANSON for performance of the services listed above at a stipulated fixed fee of Forty Thousand Dollars (\$40,000.00).

SECTION V. METHOD OF PAYMENT

Payment shall be made to HANSON upon submission to the COUNTY of an invoice. All invoices shall include a descriptive summary of all work covered by said invoice. Each invoice shall constitute a representation that all work described has been completed prior to the date of the invoice. All invoices shall include all payments received, the

**AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS**

current amount due and the percentage of the total contract amount represented by the current amount due.

SECTION VI. OWNERSHIP OF DOCUMENTS

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the COUNTY. During the performance of the services, herein provided for, HANSON shall be responsible for any loss or damage to the documents, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the work during the progress of the work shall be available to the COUNTY.

The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. All work products, including all documents and materials shall belong to the COUNTY and shall be turned over to the COUNTY on demand. Such work product shall not be subject to lien or seizure nor shall such work product be withheld from the COUNTY.

In the event HANSON or any officer or employee of HANSON withholds any information, work product, materials or documents from the COUNTY then HANSON shall bear the full burden and cost of recovering the said information, work product, materials or documents on behalf of the COUNTY.

SECTION VII. COMPLIANCE WITH STATE AND OTHER LAWS

HANSON specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting in behalf of either, that it or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

SECTION VIII. WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

HANSON shall procure and maintain, until final payment by the COUNTY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Illinois covering all operations under this Agreement performed by it.

The insurance requirements are as follows:

- A. Statutory Workers' Compensation Insurance with a minimum of \$500,000 for Part A coverage and \$100,000 for Part B;

**AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS**

B. General Liability Insurance with a minimum of \$ 1,000,000 limits per occurrence for property damage, bodily injury and personal injury, and a minimum sublimit of \$500,000 for contractual liability;

C. Professional Liability Insurance with a minimum of \$ 1,000,000 limits per occurrence.

D. Auto liability Insurance with a minimum of \$ 1,000,000 limits per occurrence.

E. The COUNTY shall be an Additional Insured on all liability policies with respect to its interests in this Agreement.

SECTION IX. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

HANSON shall be responsible for all damage to life and property caused by negligence of HANSON, its subcontractors, agents or employees in connection with the services rendered by HANSON pursuant to this contract. HANSON shall indemnify, defend and hold harmless the COUNTY, its officials and employees from any liability due to loss, damage, injuries or other casualties of whatever kind, which directly and independently of all other causes, arise out of, or result from, the negligence of HANSON, its agents or employees, in performing the services that are required of HANSON by this contract.

The COUNTY shall be responsible for all damage to life and property caused by negligence of the COUNTY, its agents or employees in connection with the services rendered by the COUNTY pursuant to this contract. The COUNTY shall indemnify, defend and hold harmless HANSON employees from any liability due to loss, damage, injuries or other casualties of whatever kind, which directly and independently of all other causes, arise out of, or result from, the negligence of the COUNTY, its agents or employees, in performing the services that are required of the COUNTY by this contract.

SECTION X. CHANGES IN WORK

In the event the COUNTY requires a change in scope, character or complexity of the work after the work has progressed as directed by the COUNTY, adjustments in compensation to HANSON and in time for performance of the work as modified, shall be determined by the COUNTY and HANSON in the exercise of their honest and reasonable judgment. HANSON shall not commence the additional change of the scope of the work until a supplemental agreement is executed and HANSON is authorized in writing by the COUNTY.

SECTION XI. TERMINATION OF SERVICES

This Agreement may be terminated by the COUNTY, with or without cause by giving written notice of termination to HANSON. In case of such written notice of termination

**AGREEMENT FOR THE PERFORMANCE OF AN ACCESS MANAGEMENT STUDY
FOR McLEAN COUNTY, ILLINOIS**

all work will cease under the contract except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree on additional work that should be performed prior to the conclusion of work under the contract. HANSON shall then render a final billing to The COUNTY, based on work actually performed, and the COUNTY shall pay that bill in accordance with the payment procedures of this agreement. There shall be no penalty for termination for the convenience of the COUNTY pursuant to this section.

HANSON may state intention to terminate for cause upon ten (10) working days written notice. Termination may be sought only for causes within the control of the COUNTY; issues in dispute between HANSON and the TOWN shall not qualify as cause for termination of this agreement. Should the COUNTY not remedy the cause for termination within ten days, the notice of termination will take effect. In the event of termination, full payment shall be made to HANSON for services performed to termination date including reimbursable expenses then due and all terminal expenses.

SECTION XII. INDEPENDENT CONTRACTOR

HANSON is an independent contractor for all purposes. HANSON shall set its own working hours and conditions, provide its own working facilities, and, generally manage its own work. However, the COUNTY reserves the right to inspect HANSON's work and service during the performance of this Contract to ensure that this Contract is performed according to its terms. HANSON shall not be considered the agent or employee of The COUNTY for any purpose and shall not hold itself out as such.

SECTION XIII. CONSTRUCTION

This agreement shall be reasonably construed under the laws of the State of Illinois to give effect to its purpose. Words shall be given their common ordinary meanings unless the context clearly otherwise requires. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

SECTION XIV. SUCCESSORS AND ASSIGNEES

The COUNTY, insofar as authorized by law, binds itself and its successors, and HANSON binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the COUNTY nor HANSON shall assign, sublet or transfer all or any portion of its interest in this Agreement without the consent of the other.

SECTION XV. TERM OF THE AGREEMENT

This agreement shall remain in full force and effect through the completion of the PROJECT and the payment of all invoices for expenses incurred pursuant to this Agreement.

SECTION XVI. MODIFICATIONS

This Agreement may be modified by the mutual consent of the parties hereto, subject to the provisions of the Intergovernmental Agreement between the COUNTY and the State of Illinois Department of Transportation [Appendix A]. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION XVII. AUTHORIZED SIGNATURES

McLean County

Date

Hanson Professional Services, Inc.

Date

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Easter Seals – UCP in case 02-58-S. They are requesting to amend a special use that was granted in case 98-50-S for an expansion of an Institutional Camp on property which is part of Sections 7 & 18, Township 25N, Range 3E and Sections 12 & 13, Township 25N Range 2E of the 3rd Principal Meridian and is located along Lake Bloomington in Money Creek and Hudson Townships at 10 Timber Pointe Lane, Hudson.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The Easter Seal Camp contains approximately 140 acres. It has approximately 3,700 feet of frontage on the west side of Ron Smith Highway. The property is hilly with drainage generally to Lake Bloomington which is located to the north, west and south of the property. The property contains a significant amount of forest as well as grassy areas.

SURROUNDING ZONING AND LAND USES – The land to the east, south and west is in the R-1 Single Family residence District. The land to the north is in the A-Agriculture and the R-1 Single Family Residence Districts. Land uses to the north include the East Bay Camp and Lake Bloomington; to the east are crop production, residences and woods; to the south and west is Lake Bloomington.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. Easter Seals is amending the site plan that was approved in case 98-50-S to reflect proposed changes to their facility. The applicant is proposing to build two new cabins and to make additions to two existing cabins. The two new cabins will be camper cabins. The additions will be to Falcon Cabin and Sterns Cabin. The addition to Falcon and Sterns Cabins will accommodate 16 more beds in each. The addition to Sterns Cabin will also include a screened in dining area. The proposed changes will allow the applicant to provide additional skills training and outdoor education to handicapped people.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The Timber Pointe Outdoor Center will continue to operate as an institutional camp that is compatible with other institutional camps and single family residences in the area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The

property includes thousands of feet of frontage on Lake Bloomington and many acres of timber. The applicant appears to be good stewards of the land by limiting soil erosion, managing the timber and developing a trail system that makes most areas accessible to people on wheel chairs. An institutional camp has been operating at this location for years. The property was used as a Boy Scout Camp prior to Easter Seals' use of the property.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property is served by a private well and septic system. The property has 3700 feet of frontage on the west side of Ron Smith Highway.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. Adequate access can be provided by the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The preamble states "It is essential that areas for various land use categories to be designated in the proper location and proportion to encourage and accommodate economic and resultant population growth of the County and to preserve its natural resources".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance. We therefore recommend that a special use be approved on the property described above to allow the physical expansion and the amendment of special use case 98-50-S for an institutional camp in the A-Agriculture District according to the plans, evidence and testimony presented at the hearing with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications. We find that the proposal is in the public interest and that the special use protects the public health, welfare and safety.

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

Respectfully submitted this 4th day of February 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Joe Elble
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Brian and Mandy Wiltz in case 03-02-S. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on a 6.25 acre property which is part of Section 27, Township 25N, Range 4E of the 3rd Principal Meridian and is located in Lexington Township immediately north of 2100 North Road and approximately ¼ mile west of 2800 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 6.25 acre property is currently in woods and pasture. The property has 25 feet of frontage on the north side of 2100 North Road, an oil and chip road 17 feet in width. The property is gently sloping to the north to the Mackinaw River.

SURROUNDING ZONING AND LAND USES - The land on all sides is in the A-Agriculture District. The land to the north and west is in pasture and woods. The land to the east and south is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 112 out of 125 points. The site assessment score was 115 out of 175 points. The total LESA score was 227 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owner of the original agriculture tract from which this property is being set aside.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the farm owner of the agricultural tract is compatible with uses in the vicinity.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owner of the farm from which this property is set aside.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The Mackinaw River Flood Plain is located along the northwest corner of the property. Staff would need verification that the proposed dwelling is built outside the flood elevation according to flood map effective February 9, 2001 or that an engineer certifies that the first floor elevation is at least 1 foot above the flood elevation at that location. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 25 feet of frontage on the north side of 2100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the Lexington Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided an entrance permit is obtained from the Lexington Township Road Commissioner and that the proposed dwelling is built outside the flood elevation according to the flood map effective February 9, 2001 or that an engineer certifies that the first floor elevation is at least 1 foot above the flood elevation at that location. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District since one of the applicants is the daughter of the farm owner. The father of one of the applicants owns this farm that consists of more than 137 acres. The Zoning Ordinance allows a non-farm residence for the son or daughter of the farm owner.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling and that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 4th day of February 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Joe Elble
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Duane and Karen Kindred in case 03-03-S. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is part of Section 5, Township 22N, Range 2E of the 3rd Principal Meridian and is located in Randolph Township immediately east of 1300 East Road and approximately ½ mile north of 700 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The two acre property is currently used for crop production. The property has 357 feet of frontage on the east side of 1300 East Road, an oil and chip road 16 feet in width. The property is relatively flat and drains to the southwest.

SURROUNDING ZONING AND LAND USES - The land on all sides is in the A-Agriculture District. The land to the north is used in part for crop production and in part for a farm dwelling. The land to the east south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 108 out of 125 points. The site assessment score was 118 out of 175 points. The total LESA score was 226 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owner of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the owner of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met.

The applicant is the daughter of the owner of the farm from which this property is set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 357 feet of frontage on the east side of 1300 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the Randolph Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided an entrance permit is obtained from the Randolph Township Road Commissioner. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District since one of the applicants is the daughter of the farm owner. The father of one of the applicants owns this farm tract that consists of more than 89 acres. The Zoning Ordinance allows a non-farm residence for the son or daughter of the farm owner.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling and that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 4th day of February 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Joe Elble
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the City of Bloomington, in case 03-04-S. They are requesting a special use to allow an elevated water tower as a major utility in the Commercial District on property which is part of Section 13, Township 24N, Range 2E of the 3rd Principal Meridian and is located in Normal Township immediately north of Old U.S. Business Route 66 and approximately ½ mile east of Veterans Parkway.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 22.35 acre property has approximately 2,729 feet of frontage on the north side of Old Business Route 66. The property is relatively flat and drains generally to the west. The property is used for crop production.

SURROUNDING ZONING AND LAND USES – The land to the north, east and south is in the A-Agriculture District. The land to the west is in the M-2 General Manufacturing District in the Town of Normal. Interstate I-55 is located to the north and east of the property. The land to the south is in crop production. A business is located to the west.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is building an elevated 400,000 gallon water storage tank in order to keep up with the expanding urban growth in the Bloomington Normal area. The tank will be connected to a new 36 inch water main that will extend to the proposed tank along Pipe Line Road from the City of Bloomington water treatment plant at Lake Bloomington. The tank will be located 95 feet from the west property line, 120 feet from the north property line and is 100 feet in height.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The site for the proposed water tower will be at least 1000 feet from the nearest single family dwelling. The applicant will complete the necessary study to verify the proposed water tower meets all FAA requirements. The water tower will not likely diminish property values in the immediate area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The

proposed water tower will be located toward the northwest corner of the 22 acre parcel. The property to the west will continue to be desirable for uses permitted in the M-2 General Manufacturing District and the properties to the north, south, and east will continue to be desirable for uses permitted in the A-Agriculture District.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 2729 feet of frontage on the north side of Old Business Route 66.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance for which the applicant will need to obtain an entrance permit from Illinois Department of Transportation.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the C-Commercial District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the C-Commercial District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided an entrance permit is obtained from the Illinois Department of Transportation and the necessary FAA study completed before a building permit is issued. We therefore recommend that a special use be approved on the property described above to allow the construction of an elevated water tower as a major utility to be built in the Commercial District on the above described property according to the plans, conditions, evidence and testimony presented at the hearing with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications. We find that the proposal is in the public interest and that the special use protects the public health, welfare and safety.

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

Respectfully submitted this 4th day of February 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Joe Elble
Jerry Hoffman
Michael Kuritz
Tony Wheat
Dale Williamson, Alternate

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2003
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

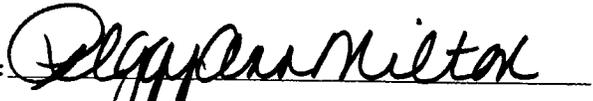
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Finance Committee					
	FUND 0164 DEPARTMENT 0005 COUNTY CLERK PGM 0007 RECORDS				
0621 0001	OPERATIONAL SUPPLIES	3,000.00			
0795 0005	WESTERN UNION SERVICE	2,410.00		0516 0001 OCCASIONAL/SEASONAL EMP.	5,410.00-
		5,410.00			5,410.00-
		=====			=====
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING				
0833 0002	PURCHASE/COMPUTER EQUIP.	15,000.00		0833 0004 PURCHASE/COMP. SOFTWARE	15,000.00-
		15,000.00			15,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 18TH DAY OF FEBRUARY , 2003



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

Employee Wellness Report 2002

PRESENTED TO:

Honorable Members McLean County Board Finance Committee

By:

Jan Morris, Health Promotion Program Manager

2002 Employee Wellness Report

The McLean County Health Department wishes to express appreciation to the McLean County Board Finance Committee, County Administrator John Zeunik, and Assistant County Administrator Terry Lindberg for their perpetual support of the employees' screenings, health fair, and other wellness activities. Without their support, these events could not have continued through the past five years.

Each year more McLean County employees have become involved in the health screenings and wellness activities. **Approximately 350 employees were involved during 2002.** We are all aware that health care benefits represent a notable portion of employer expenses and that costs *continue* to rise. National health care expenses are currently 14% of the nation's gross national product or approximately \$4,000 per person per year. According to Uwe Reinhardt, an economist at Princeton, "We should get used to the idea of double-digit health insurance increases for the next 10 years. I see no relief coming." Health insurance premiums for McLean County employees averaged double digit increases for the last two years. Claim expenses show us that many of the causes of health care claims in county government can be prevented or are amenable to early detection and intervention. As an employer, we have the capacity to impact and influence health care costs and, thus, stem the rising premium rates.

Many companies have implemented wellness programs to help curtail these rising costs. For the next fiscal budget, McLean County is faced with a 14% increase in the employer's share of health benefits. We continue to do everything possible to encourage employees to improve their health status and to reduce the costs for themselves as well as for the County.

Employee wellness programs have long been advocated as a way to decrease healthcare costs, reduce absenteeism and increase productivity. It is important that employers help to identify at risk employees and provide interventions that encourage lifestyle changes that can reduce those risks. Expensive health conditions such as cardiovascular disease, cancer, and diabetes are related to lifestyle behaviors and changing those behaviors have been shown to have a vital effect in reducing the incidence of disease.

Many employers are now sponsoring health care screenings at the work site during the working day. Early detection can save companies thousands of dollars. Johnson and Johnson reported that it spends \$4.5 million each year on its preventive health program but states that without these programs their medical costs would be approximately \$17.5 million.

Results of the Wellness Program

When researching various employee wellness programs, it was found that programs including **health risk assessment tools, screenings for early detection of health issues, ongoing communication messages, rewarding employees with incentives for their efforts, and on-going evaluation are critical to the success of the programs.** Various patterns can be seen as we compare data about McLean County employee wellness events from 1998 through 2002. Each year more County employees become involved in activities. Total employee involvement **more than doubled** in the

five-year period, increasing from 150 in 1998 to 343 in 2002. Ninety-five people were screened for coronary risk factors during the first year compared to 160 employees in the fifth year (Table 1). This represents a 68% increase in the employees seeking screenings to determine total cholesterol, LDL, HDL, triglycerides, fasting glucose, blood pressure, and electrocardiogram results.

Yearly Results - 1998-2002

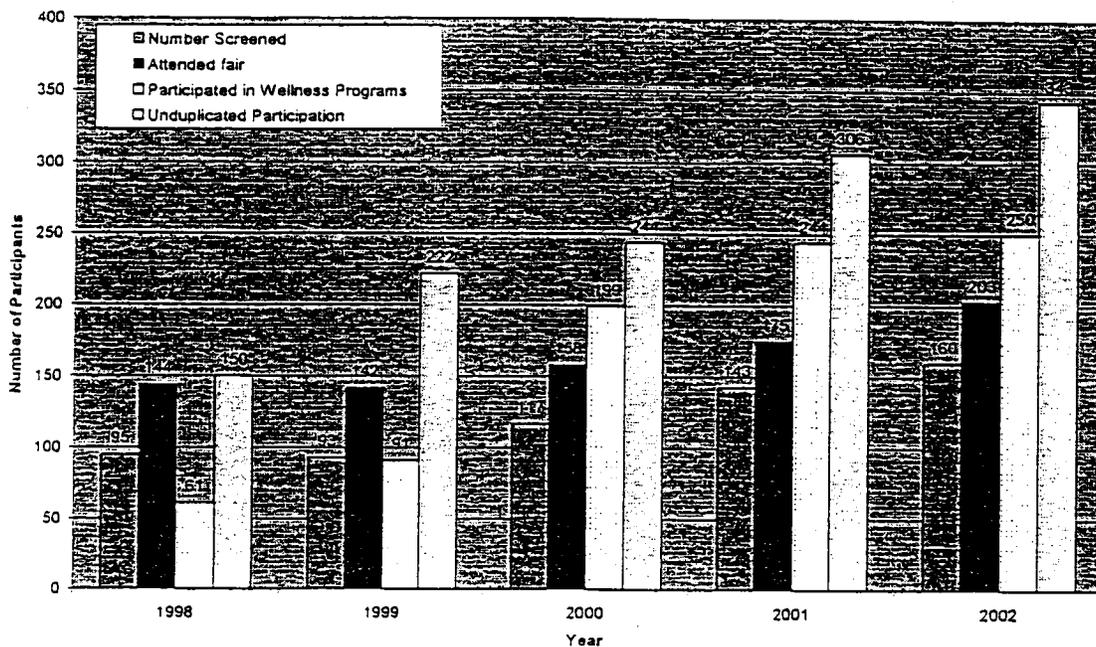


Table 1

Larry Chapman of the Summax Corporation conducted research on the impact of employee-based wellness programs and their impact on health care costs. Chapman's research showed that 50% or greater participation for a period of seven years or longer resulted in an actual payback in controlling health care premiums.

Screening appointments were scheduled exclusively at the Health Department building in 1998. However, in 2002, the screenings were expanded to four sites: the Regional Office of Education, McLean Highway Department, the Law and Justice Center, and the Health Department.

2002 Data

The theme for the 2002 wellness activities and health fair continued to be "Good Health is Always in Season". The health fair, screenings and other programs were promoted on County E-mail, in *County Comments*, and through flyers placed strategically in the workplaces. To further promote the events, contacts were made with various department supervisors explaining the events and encouraging all departments to participate. Approximately, 350 people were involved in one or all of the activities.

Employees were given the opportunity to participate in screenings, the employee health fair and a number of fitness and nutrition programs including *Climb Mt. Everest*, *Heart Smart for Women*, *Tour de County*, *Turkey Trot*, and *Weight Watchers*.

Risk Factors

Often, people do not believe they are at risk for cancer, cardiovascular disease, diabetes, or stroke because these are silent health conditions. People think these conditions are something that happen to others or when they are much older. Cardiovascular disease and cancer are the two leading causes of death in McLean County and have been identified as IPLAN Priorities within the Health Department's Community Health Plan.

Health issues tend to surface as employees in the work place age. There are approximately 700 full time employees working for the County and the average age is 40. Studies show that the impact of a healthy lifestyle can add five to ten years or more to ones life expectancy. The Health Age Summary of the employees involved in the 2002 screenings and health risk appraisal indicated that the average person in this group could add 5.9 years to his or her life expectancy by maintaining a healthy lifestyle. For the entire group of 154 people, over 906.2 person years could be gained. We continue to encourage employees to take responsibility for their health and to be proactive instead of reactive.

Screenings for Cardiovascular Risks

Because the screenings were scheduled at the Regional Office of Education, Highway Department, Law and Justice Center, and the Health Department a convenient location was available for each employee. Thus, all employees were encouraged to schedule an appointment for "Wellness in the Workplace" offered by OSF Center for Healthy Lifestyles. The screenings included cholesterol, glucose, EKG and heart card, height, weight, blood pressure, waist girth, hip girth, and optional body composition. The cholesterol blood draw was broken down into LDL, HDL, triglycerides and total cholesterol. The cholesterol, glucose, blood pressure, weight, body composition and EKG results were entered into the health risk assessment because all components were needed to determine health risks of each employee. **One hundred fifty-four employees chose to complete the health risk appraisal.** Other employees elected to participate in selective screenings and did not complete the appraisal.

Results of the blood tests were given to employees at the time of screening and the health risk assessments were delivered once the results were tabulated. Recommended interventions were based on the prevalence of the health risks identified by the screenings. Each employee received a summary as well as an executive summary identifying the corporate risks for all employees. **The recommended intervention strategies for the entire workplace population included coronary and cancer risk reduction, management of cholesterol levels, weight management, fitness, and better nutrition.**

Even though the screenings helped to detect several medical challenges among employees, we know that unless behavior risk factor surveys were done on a random basis they tend to reflect habits that exceed the general population's health habits. The persons taking part in these screenings and survey were people who wanted to participate and thus tend to be healthier.

Cholesterol

Desired cholesterol levels are 200 or less. The cholesterol screenings revealed that 80 of the 160 (50%) persons tested had readings of 201 or higher, and 29 (18%) of them were at high risk with levels above 240mg/dL. The percentage of employees with elevated cholesterol has ranged from 43.5% to 54.8% in the last 5 years (Table 2). Lowering cholesterol can significantly lower the risks for heart disease. The risk for heart disease lowers by 2% for every 1% reduction in cholesterol. Approximately, 41% of the employees had low-density lipoprotein (LDL) cholesterol level of 130mg/dL or higher. LDL or "bad cholesterol levels of 130mg/dL or higher are associated with a higher risk for coronary heart disease. Sixteen percent of the employee population screened also measured with high or very high triglyceride levels. This is much higher than the past 3 years (Table 3). Studies have found that excess triglyceride levels in the blood should be considered a risk factor for heart attack.

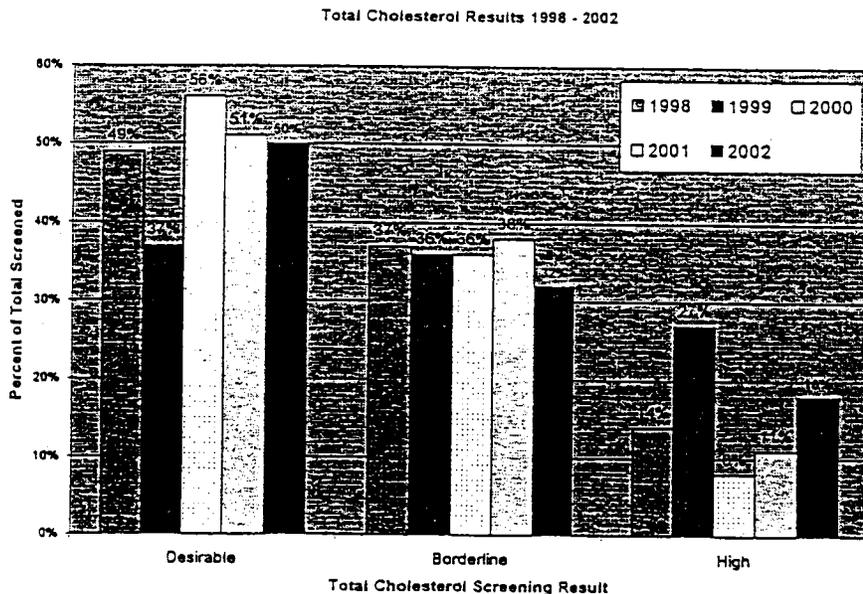


Table 2

Triglycerides 1999-2002

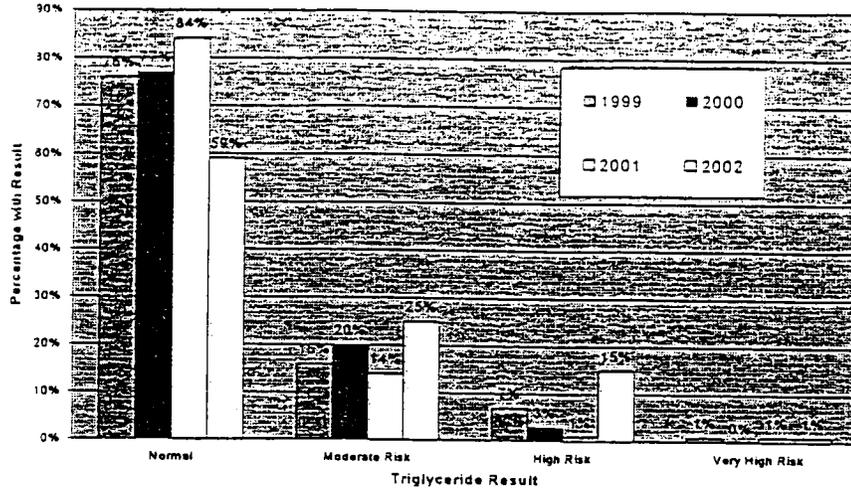


Table 3

Glucose

A high blood glucose level is a possible indicator of diabetes. About 15.7 million or 5.9% of the American population has diabetes. According to the American Heart Association, many are unaware that they have diabetes. A total of 11% of county employees who were screened were found to have high blood glucose levels. Results of the glucose testing indicated that 18 persons had above normal levels. In the past the number of persons with elevated fasting blood glucose ranged from 3.2 % to 8.6% of the employees (Table 4).

Glucose Results 1998 - 2002

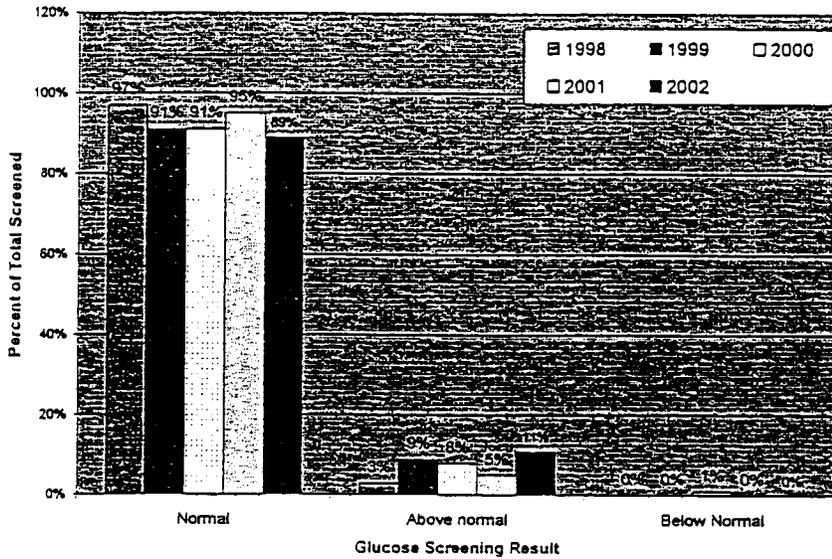


Table 4

Blood Pressure

Blood pressure was also measured indicating 38 employees with elevated blood pressure, 32 people that were borderline and 69 individuals in the normal range. (Blood pressure is considered abnormal if it is consistently elevated pressure of 140 systolic or higher and/or 90 diastolic or higher). Much can be done to control elevated blood pressure through diet, exercise, and the use of medications. This will greatly reduce the risk for cardiovascular disease and strokes.

EKG and Heart Card

The electrocardiogram (EKG) is a tool to determine damage to the heart. There were 140 (95%) normal and 7 (5%) abnormal EKG screenings this year. In the past three years, there have been many more abnormal and borderline results. There were many variations in the "normal", but nothing that concerned the interpreting physicians. The "abnormal" EKGs were not life threatening, but they fell out of the normal range. An example of this would be atrial fibrillation, but many people have this on a regular basis. None of the employees with abnormal EKGs required a referral to a physician, but the majority of the participants requested that a copy be sent to their personal physician.

The Heart Card is a wallet-sized card containing a personal health history and a copy of the EKG. It is recommended that this card be carried in the wallet or purse at all times so that in the event of an emergency the medical staff can reference the EKG.

Weight Management/Body Composition

The corporate health risk appraisal reported that 81% of the participants were above their recommend weight range and 74% of the population needed to make nutritional changes. The body composition screenings revealed that 47 (82%) men and 67 (69%) women were in the above average to high risk range and 2 women were in the below average range. Nationally, more than 50% of the population are considered to be overweight and 30% are obese. Overweight and obesity are major health concerns particularly since they are associated with an increased risk for many diseases including high blood pressure, Type II diabetes, coronary heart disease, stroke, gallbladder disease, osteoarthritis, sleep apnea, respiratory problems and some types of cancer. According to Healthy People 2010, once a person is identified as being overweight, the health outcomes related to the above mentioned diseases can be improved through weight loss, or at minimum, no further gain.

Fitness Status

According to the risks identified in the persons completing the assessment, 81 % of the employees showed a need for improving their fitness levels. The fitness status for the 154 employees screened revealed that 10 (6.5%) were excellent, 19 (12.3%) were good, 69 (44.8%) were fair and 56 (36.4%) were low and at high risk for heart disease. The coronary risk status of those employees completing the health risk appraisal showed that more than 50% of them were at risk for coronary disease. Nine persons (5.8%) were ideal, 66 (42.9%) were low, 30 (22%) were at moderate risk, and 49 (31.8%) were at high risk for cardiovascular challenges (Table 5).

Coronary Risk Status 2000-2002

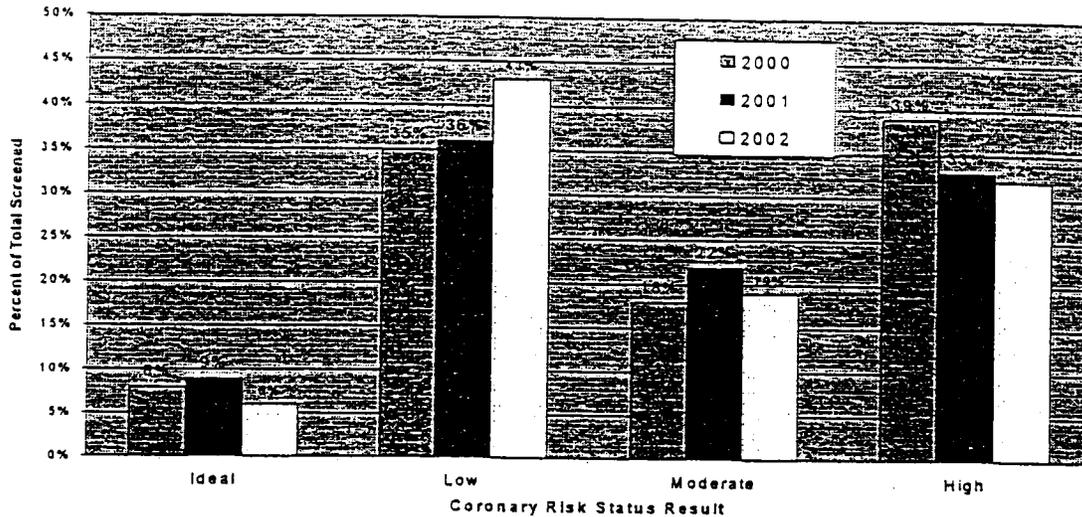


Table 5

Fitness Activities to Address Health Risks

Physical inactivity continues to be a serious national health issue. It is estimated that as many as 250,000 deaths each year in the United States are attributable to a lack of physical activity. According to Former Surgeon General C. Everett Koop, "The greatest challenge in medicine today is to be found in motivating people to assume more responsibility for a health affirming lifestyle." County employees are eligible for membership at Four Seasons and can participate at the local YWCA, YMCA, Gold's Gym and the Work Out Company using their corporate discount. Many people often state that they would like to exercise but find it difficult to fit classes into their busy schedule. Our intent is to motivate employees to exercise and to find activities that they can incorporate into their daily routine.

Climb Mount Everest is an eight-week program that encourages employees to use the stairs instead of the elevator. In order to reach the top of the mountain, teams of employees must climb 49,763 steps. The goal in 2002 was to have the 19 teams reach the peak of the mountain and climb down again. One team made the "trek" by the second week. The winning team climbed 325,088 steps. All participants received a Climb Mt. Everest tee shirt and the top 3 teams were awarded with additional incentives. This contest was held from February through April, a time when incumbent weather makes it more difficult to exercise outdoors.

Tour de County was introduced this summer to encourage employees to walk while at work or in their leisure time. Walking is a very inexpensive way to get physical activity. The only equipment needed was a comfortable pair of walking shoes. Employees could form teams of four people or walk on their own. Incentives were given at various intervals during the ten-week program. Maps of the Constitution Trail and the downtown walking trail were provided as well as a log to record the number of miles walked.

The Health Department received a grant from the Office of Women's Health, Illinois Department of Public Health for a cardiovascular program targeting small groups of sedentary women. *Heart Smart for Women* classes have been added to the wellness agenda. The first thirteen-week session began in September and another will begin in January 2003. This program was designed by the Cooper Institute of Dallas, Texas to identify women at risk for cardiovascular disease, to educate them on the risk factors associated with the disease, and to promote healthy behaviors.

A two-week exercise program, *TurkeyTrot*, was scheduled two weeks prior to Thanksgiving. This was a way for employees to participate in aerobic activities in anticipation of the holidays. Each of the enrollees received a health-related calendar for 2003 and larger prizes were awarded to the three persons with the greatest amount of aerobic activity.

An At-Work Program from Weight Watchers was also made available to all county employees. The advantage to the program was that it was held at the work-site and it provided moral support from co-workers. This program has been available for many years and has been found to be quite successful in changing behaviors. Ten-week sessions were held at the Health Department from February 2001 through July 2002. Members decided to reconvene classes in January 2003. Each person paid the fee for the classes until meeting their weight goal and then they became lifetime members. During this time frame more than 50 paying members attended the classes and lost more than 600 pounds. A number of the employees achieved their lifetime goal and were no longer required to pay the fee to attend the classes.

Screenings for Cancer

Prostate Cancer

Prostate cancer is the most common cancer found in men, besides skin cancer. The Prostate Specific Antigen (PSA) test was offered to men over 50 or to younger men who might be at risk for prostate cancer. This test is one that has been requested by male employees and has been provided for the past three years. Since the blood draw is only part of the screening, all men were encouraged to schedule an appointment with their physician and have a digital exam as well. Only one of the forty-two men screened this year tested in the above normal range (< 4.00ng/ml). Every one tested in the normal range in the last two years.

Breast Cancer

According to the July 2002 addition of *Research Activities*, the Journal of the Agency of Healthcare Research and Quality, breast cancer is the second most common cancer in women, behind skin cancer, and the second leading cause of cancer deaths behind lung cancer. It is estimated that 203,500 new cases of invasive breast cancer will be diagnosed in 2002 and 39,600 women will die from the disease. Since there is no known method for breast cancer prevention, early detection is the best protection against the disease. The survival rate for breast cancer is approximately 97% when found in early stages. All female employees 40 and over were encouraged to schedule a yearly

mammogram, whether on site or at another location. This was the fourth year that the Proctor Hospital mammography van was made available to employees for screening mammograms. To be eligible for a screening mammogram, a woman must be at least 35 years of age and not have had prior breast health issues. A number of the thirty-one women were screened for the first time or rescheduled their annual exam because of their experience on the van the previous year. **Seven women needed additional imaging and were referred to their physicians.** Six women were recalled for additional films in 2000 and 2001.

Employees were given the opportunity to participate in breast cancer awareness activities. One hundred sixty-seven employees participated in National Lee Denim Day on October 4 and raised \$933 for breast cancer research. Persons paying \$5 to the Susan G. Komen Breast Cancer Foundation wore jeans to work on that day and promoted breast cancer awareness. A *Celebration of Life* reception was also sponsored for participants. Breast health information and prizes were distributed to those in attendance.

Smoking

Smoking is the most preventable cause of death in this country and it is directly related to cardiovascular disease and cancer. The Surgeon General has called it "the most important of the known modifiable risk factors for coronary heart disease in the United States." According to the American Heart Association, approximately one-third of all coronary deaths each year is attributable to smoking. Smoking is not only attributable to 87% of lung cancers in the United States, but is also associated with cancers of the mouth, esophagus, pharynx, larynx, pancreas, uterine cervix, kidney, bladder, stomach and colon. This fact is documented by McLean County's Community Cancer Center's Cancer Registry as well. The 1998 data revealed that for seven out of the eleven smoking related cancers, more than 50% of the patients diagnosed had a smoking history.

The health risk assessments revealed that **22 of the 152 (14%) persons screened were smokers.** Nationally, about 25% of the population are smokers. However, observing the smoking areas outside of county buildings, it is apparent that numerous County employees are smokers.

McLean County employees are encouraged to quit using tobacco and reduce their risks for numerous cancers. Scholarships are made available for those persons wishing to quit to attend a Freedom from Smoking Cessation class held at OSF St. Joseph Center for Healthy Lifestyles. One employee took advantage of this opportunity. The Great American Smokeout was also observed on November 21.

This is a national event held on the third Thursday of November, sponsored by the American Cancer Society, encouraging people to quit smoking for just one day. This year, another component was added to the event to encourage employees to quit, *Go Cold Turkey and Win a Turkey* Campaign. Smokers were asked to find a non-smoking buddy to support them to be smoke-free for the day. Both the smoking and the non-smoking person signed a pledge card that the smoker would not smoke for 24 hours. They returned the following day to verify that the individual stayed smoke free. Each successful two-person team was entered into a drawing for two free turkeys.

All employees who wanted to quit smoking were also provided a Smokeout Quit Kit containing educational information and ³⁹tips to avoid smoking for the day. A health

promotion specialist was also on call for employees who had questions or needed encouragement and support to refrain from smoking. The two participants were awarded for their efforts with special incentives to replace the cigarettes and to keep their hands occupied when they had the desire to smoke. It is interesting to note, anecdotally, that the Health Department has experienced some success in employees stopping smoking. The greatest opportunity for success is realized when a combination of the wellness program is used in conjunction with organized peer support in the workplace. Techniques such as "adopting a smoker" or a "buddy system" can help achieve success.

Screenings for Tuberculosis

Twenty-one persons took advantage of the TB skin tests made available by the Health Department nursing staff. Many county employees work in positions that put them in contact with high-risk populations, such as residents of nursing homes and prisons, minority and other medically underserved populations, and persons who abuse alcohol or use intravenous drugs.

Health Fair

The fair was held on May 22 from 8:30 AM until 3:00 PM in the conference center at the Health Department. Fair vendors included: American Heart Association, BroMenn Health Care, OSF St. Joseph Center for Healthy Lifestyles, Bly/Nelson Chiropractic Center, Angelica's Heaven on Earth, Chestnut Health Systems, Cortese Foot and Ankle Clinic, Gailey Eye Clinic, Edna's Health Foods, The Workout Company, American Red Cross, Community Cancer Center, Central Illinois Neuroscience Foundation, Bloomington Parks and Recreation, YWCA, Regional Organ Bank of Illinois, McCracken and Marshall Spa, Health Alliance Medical Plans, and McLean County Health Department. Employees were able to receive massages, counsel with a diabetes educator, experience posture screening, learn about fitness, smoking cessation, nutrition, weight loss, diabetes, osteoporosis, breast health and many other educational experiences.

On the day of the fair, medical staff from OSF- St. Francis Hospital brought a bone density machine to measure the heel to detect those who may have low bone density and be at risk for hip fractures. Forty women participated in this activity and received information about osteoporosis and the need for weight bearing exercise and calcium.

This year was the largest participation of employees, with 203 persons registered for the fair. Many favorable comments were recorded on the participant and vendor evaluations indicating that they were happy with the event and would like to see it repeated again next year.

Other Promotional Activities

The health promotion and assessment section of the Health Department also promoted a number of national health observances and other health topics in County

Comments, through news releases, and distribution of education materials. These events included: American Heart Month in February, Osteoporosis and Skin Cancer Awareness in May, Men's Health Month in June, Five-A-Day Week and Food Safety Week in September, Breast Cancer Awareness Month during October and the Great American Smoke Out in November.

Testimonials

The employee wellness program has made great strides in the last five years. Knowing that the health promotion section of the Health Department is involved in wellness, employees call or email with various questions concerning health related topics and services. At times we have the answer and other times we refer them to nurses on staff or to someone in the community. We have also received many positive comments about the various screenings and activities. Selected comments are listed below:

"Thanks for providing the fruit. It is WONDERFUL to have healthy snacks available. I have heard many people make good comments". "Tour de County, this is the best one yet. We are continuing to walk, even though the program is over". "Thanks so much for all your work on setting these up. I think they are fun and worthwhile. Thanks for caring about all of our health". "I will participate in Turkey Trot. Thanks for all your efforts. The walking (Tour de County) helped a great deal and I kept it up until this Sunday when I pulled a muscle in my ankle. Plan to start again on Monday". "I really enjoy the Heart Smart for Women program. It helps me to think of how I can incorporate physical activity into my daily routine". "We really appreciate how you care about our health. I worked in another health related agency that had wellness options, but no one ever encouraged us to take part in them". "Thanks for ALL your good work. I really appreciate it." "Thank you for helping me set up my appointment for the health screening. This is a wonderful opportunity for the employees of the Law and Justice Center and I wanted to let you know how much it is appreciated. The County is wise in realizing that early prevention is more cost effective than providing benefits after an illness has reached advanced stages and is more expensive". "Great job by you and Jackie on the Mt. Everest Climb." "Congratulations on another fantastic employee health fair! The function has really grown. I'm impressed by the fact that we exceeded 200 participants".

Future Recommendations

Cardiovascular disease and cancer continue to be the number one and two killers in McLean County and have thus been indicated as health priorities for McLean County IPLAN. In addition, a major portion of larger employee health benefit claims are associated with these diseases. According to Healthy People 2010, primary prevention that promotes heart-healthy behaviors is a major strategy to reduce the development of heart disease and stroke. Risk factors contributing to these deaths are smoking, sedentary lifestyles, obesity, poor eating habits, elevated cholesterol and blood pressure, and diabetes. Screening for risk factors, especially high cholesterol, high glucose levels, and high blood pressure is an important step to identify the unidentified risks. Many of these risks can then be controlled by changes in lifestyle activities-thus impacted through preventive measures.

Treating heart disease and cancer can be very costly. According to Larry Chapman of the Summax Corporation, wellness programs that address cardiac risk factors yielded high cost-benefit ratios. Therefore, being proactive in keeping employees healthy makes good business sense and helps to reduce county medical expenses. Much progress has been made since the inception of the County Health Fair and the wellness activities. The health promotion section of the Health Department is proposing to continue the fair, the screenings, and implement an on-going wellness program with activities throughout 2003 to promote the current theme "Good Health is Always in Season".

Proposed Events and Activities for 2003

The proposed date for the annual employee fair is Wednesday, May 28 from 8:30 a.m. until 3:00 p.m. The Heart Card and cholesterol and glucose screenings would be scheduled in late spring at the Health Department, Law and Justice Center, Regional Office of Education and Highway Department. Conducting the screenings at the beginning of the year would help to determine the risks of the employees and what programs should be offered. The osteoporosis screenings would be offered to employees on the day of the fair and the mammogram van would return in June, one year following the last exams. The costs for all screenings and wellness activities would continue to be covered by the Employee Benefit Fund. **The ultimate goal for our sixth year of employee wellness would be for two-thirds of all employees to participate in the screenings and activities. According to Chapman, we must have 50% or greater participation for seven or more years to notice a difference in health care expenses.** In order to reach that goal, a more intensive marketing campaign would need to be implemented by involving all department heads and through the use of electronic mail, informational displays in various departments, flyers, *County Comments* Newsletter, payroll inserts, and becoming more visible in all county work-sites. We plan to promote the screenings and wellness activities at the annual meeting for Department Heads and to attend individual staff meeting making it more convenient for employees to register for the appointments and activities. Every effort possible will be taken to encourage healthy lifestyles among employees.

Screenings:

Cardiovascular

- Screenings
- Locations: Health Department, Law and Justice Center, Highway Department and the Regional Office of Education
- Includes Cholesterol, Glucose, and Blood Pressure, Height, Weight
- Heart Card also available
- Complete *Personal Wellness Profile* a Comprehensive Health Risk Assessment
- An individual and corporate report compiled from data received in profiles

Osteoporosis

- Screenings to be held on May 28 in conjunction with the Health Fair
- ### Mammograms
- Schedule mammogram van on June 9 and 10

Health Fair

- To be held on Wednesday, May 28, 2003
- 8:30 AM until 3:00 PM
- Variety of vendors, focusing on all aspects of health

Activities

- Health Risk Assessment to determine needs of employees
- Climb Mt. Everest
- Choose to Move
- Tour de County Walking program- promotion of downtown walking path, mall walking, and Constitution Trail
- Heart Smart For Women
- Weight Watchers
- Observation of Five-A-Day
- Great American Smokeout
- Go Cold Turkey and Win a Turkey
- Promotion of Freedom From Smoking Program at OSF and offering reimbursement for those who complete the program
- Turkey Trot
- Holiday Stress Management
- Observation of National Health Observances
- Ongoing Informational Displays in various departments
- County Comment articles pertaining to current health topics
- Health Beat Articles on County E-mail

Summary

Reviews of county health insurance claims over the past two years clearly shows that heart disease, diabetes, cancer, and stroke make up the lion's share of outlays. Risk factors such as poor diet, smoking, and lack of exercise are major contributors in the development and progression of these diseases. As stated previously in this report an employer's attention to health promotion and early detection efforts play a significant role in controlling health care expenditures. We strongly encourage the Finance Committee to endorse this County's employee wellness program for 2003.

Proposed 2003 Wellness Plan Budget

Screenings (Including Cholesterol, Glucose) including Health Risk Appraisal (Individual and Corporate Report)		
\$30 x 200 persons =		\$ 6,000
EKG and Heart Card		
\$30 x 50 persons		\$ 1,750
Proctor Hospital		
Mammograms in mam van for women 40 and over		
\$95 x 40 women =		\$3,800
SF St. Francis Hospital		
Osteoporosis screening (heel)		
\$20 x 50 women and/or men =		\$1,000
Salary and travel expenses		100
Total for screenings		\$ 12,650
Incentives, supplies for fair and wellness activities		\$ 3,500
Wellness programs/Health Fair printing		125
5 Scholarships for Smoking Cessation Class		500
Workplace Wellness Seminar		225
Total amount requested		\$17, 000

Five Year Screening Results

1998-2002

Five Year Employee Screening Results
1998-2002

Gender	1998	1999	2000	2001	2002
Male	20	32	43	54	59
Female	75	61	74	89	101
Total Screened	95	93	117	143	160

Smokers	1998	1999	2000	2001	2002
Male	--	--	9 of 42 (21%)	12 of 54(22%)	
Females	--	--	8 of 68 (11%)	9 of 89(10%)	
Total			17 of 110 (15%)	21 of 143 (15%)	22 of 152 (14%)

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

Low Density Lipid (LDL)	1998	1999	2000	2001	2002
Very High Risk (>190 mg/dL)	--				5 (5%)
High Risk (160-189mg/dL)	--	11 (12.5%)	31 (29%)	35 (24%)	19 (12%)
Moderate Risk (130-159 mg/dL)	--	17 (19%)			41 (26%)
Normal Risk (100-129 mg/dL)	--	58 (66%)	77 (71%)	105 (73%)	95 (59%)

High Density Lipid (HDL)	1998	1999	2000	2001	2002
Too Low (< 40 mg/dL)	14 (14.7%)	5 (5%)	11 (10%)	3 (2%)	21 (13%)
Normal (40-59 mg/dL)	81 (85.3%)	88 (95%)	98 (90%)	140 (98%)	139 (87%)

Triglycerides	1998	1999	2000	2001	2002
Very High Risk (> 500 mg/dL)	--	1 (1%)	0	1 (.6%)	2 (1%)
High Risk (200-499 mg/dL)	--	6 (6.5%)	4 (3.6%)	2 (1%)	24 (15%)
Moderate (150-199 mg/dL)	--	15 (16.4%)	22 (19.8%)	20 (14%)	40 (25%)
Normal Level (< 150mg/dL)	--	69 (76%)	85 (76.5%)	120 (84%)	94 (59%)

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

Blood Pressure	1998	1999	2000	2001	2002
Normal Range (< 130/85)	82	64			69
Borderline (130-139) (85-89)					32
High Blood pressure (140/90+)	15	23			38
High systolic blood pressure (90-139)			9 males 16 females	12 males 8 females	
Normal systolic range			33 males 52 females	42 males 81 females	
High diastolic range (60-89)			10 males 10 females	14 males 5 females	
Normal diastolic range		47	32 males 58 females	40 males 84 females	

EKG and/or Heart Card	1998	1999	2000	2001	2002
New Heart Cards	97 (100%)	69 (79%)	--	--	147
Renewals	0	17 (5%)	--	--	--
Normal EKG		51 (51%)	84 (76%)	96 (67%)	140 (95%)
Abnormal EKG		20 (23%)	16 (14.5%)	35 (24%)	7 (5%) No Dr. Referral
Borderline EKG		16 (18%)	10 (9%)	12 (8%)	

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

Prostate Specific Antigen Screening (PSA)	1998	1999	2000	2001	2002
Above Normal Range (< 4.00ng/ml)			0	0	1
Below Normal Range			29	37	41
Total Screened	0	0	29	37	42

Coronary Risk Status	1998	1999	2000	2001	2002
Ideal	-	-	9 (8%)	13 (9%)	9 (5.8%)
Low	-	-	38 (35%)	51 (36%)	66 (42.9%)
Moderate	-	-	20 (18%)	31 (22%)	30 (19.5%)
High	-	-	43 (39%)	48 (34%)	49 (31.8%)
Total Screened			42 men 68 women	54 men 89 women	57 men 97 women

Fitness Score	1998	1999	2000	2001	2002
Low Fitness	-	-	-	57 (39.8%)	56 (36.4%)
Fair Fitness	-	-	-	28 (19.5%)	69 (44.8%)
Good Fitness	-	-	-	44 (30.7%)	19 (12.3%)
Excellent	-	-	-	14 (9.7%)	10 (6.5%)

Percent Fat, Men	1998	1999	2000	2001	2002
Below Average Range	-	-	5 (12%)	8 (14.8%)	0
Average Range	-	-	29 (70%)	15 (27.7%)	7 (12%)
Above Average Range	-	-	7 (17%)	31 (57%)	8 (14%)
Overweight	-	-	-	-	14 (24.5%)
High Risk	-	-	-	-	25 (43.8%)
Total Screened	-	-	41	54	57

Percent Fat, Women	1998	1999	2000	2001	2002
Below Average	-	-	2 (3%)	6 (6.7%)	2 (2%)
Average Range	-	-	24 (36%)	14 (15.7%)	17 (17.5%)
Above Average Range	-	-	40 (60.6%)	69 (77.5%)	5 (5%)
Overweight	-	-	-	-	11 (11%)
High Risk	-	-	-	-	51 (52.5%)
Total	-	-	66	89	97

Yearly Results	1998	1999	2000	2001	2002
Number Screened	95	93	117	143	160
Attended Health Fair	144	142	158	175	203
Participated in Additional Wellness Activities/Programs	61	91	199	244	250
Total Employee Participation	150	222	244	306	343



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

February 13, 2003

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Facilities Management and Young Architects Group to authorize Young Architects Group to proceed with the development and preparation of the construction bid documents phase of the Government Center Building Renovation Project, 115 East Washington Street, with the following conditions:

- (1) Young Architects Group will continue to look at possible modifications to the handrail and mezzanine hallway to provide appropriate security and reduce noise;
- (2) Young Architects Group will continue to look at possible modifications to the interior walls on the first floor, south lobby to insure appropriate security and reduce noise.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Haselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

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

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

District #9
Adam D. Kinzinger
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George Gordon
David F. W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

AD

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF JEROME K. NORD
AS A TRUSTEE OF THE
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

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

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jerome K. Nord as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2006, or until a successor shall have been qualified and appointed.

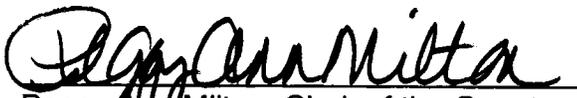
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jerome K. Nord and Hunt Henderson, attorney for the Southeastern McLean County Water Authority.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF FRED GENT
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Fred Gent as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Fred Gent as Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Fred Gent and William Wetzel, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION OF REAPPOINTMENT OF KENT PETERSON
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the establishment of an additional Trustee position in the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,

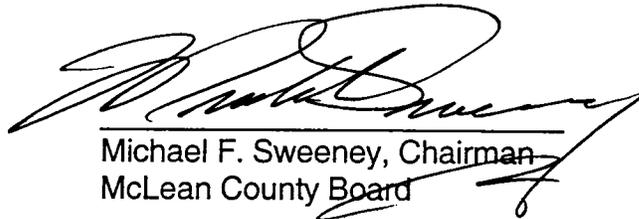
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Peterson as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

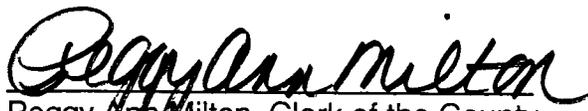
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kent Peterson and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF LEON GIBSON
AS A TRUSTEE OF THE
LEROY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Leon Gibson as a Trustee of the LeRoy Fire Protection District, it is advisable to consider a reappointment to this position; and,

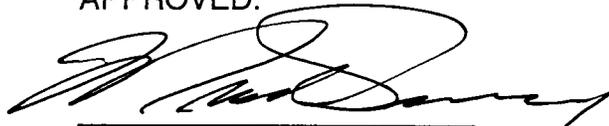
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Leon Gibson as a Trustee of the LeRoy Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Leon Gibson and Hunt Henderson, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF JAMES MURPHY
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of James Murphy as a Trustee of the Randolph Fire Protection District, it is advisable to consider a reappointment to this position; and,

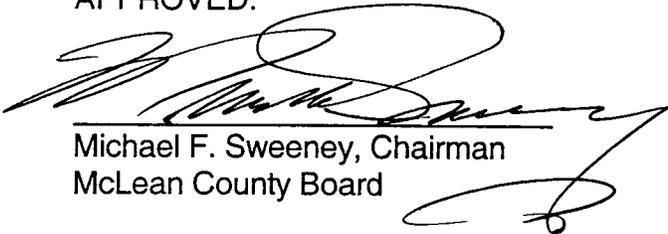
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Murphy as a Trustee of the Randolph Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Murphy and James DePew, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

A RESOLUTION FOR APPOINTMENT OF DONALD WAYNE EYMANN
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 3, 2002 of Dale Nagel as a Commissioner of the Golden Rule Drainage District, it is advisable to consider An appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Donald Eymann and John Freehill, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 18th day of February, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Renner/Kinzinger moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Rackauskas abstained from voting on item C1b, Zoning Board of Appeals Case 03-02-S.

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Michael F. Sweeney the Chairman of The Board, McLean County, Illinois (hereinafter "the County"), does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the 18th day of February, 2003, and such resolutions are still in full force and effect and have not been amended or revoked.

"RESOLVED, that any one of the following:

McLean County Information Services

be and each hereby is authorized directed and empowered to establish credit card accounts ("Accounts") with the Commerce Bank, N.A. (Omaha, NE.) (herein called "Commerce") and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts."

"FURTHER RESOLVED, that any one of the foregoing named officials of the County may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts."

"FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein."

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officials authorized to sign for the County by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Craig Nelson	Director	
Mike Gallagher	Assistant Director	

IN WITNESS WHEREOF, I have hereunto set my hand as McLean County Board Chairman and affixed the seal of the County this 18th day of February 2003.

(SEAL)

CHAIRMAN 
COUNTY CLERK 

Members Sorensen/Renner moved the County Board approve a Request for Approval to Apply for Departmental Credit Card - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



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

DATE: February 4, 2003
TO: Honorable Michael Sweeney, Chairman, McLean County Board
FROM: Maria L. Pascua *Maria L. Pascua*
RE: Semi-Annual Financial Reports

Please be advised that the July 1, 2002 through December 31, 2002 Semi-Annual Financial Reports are on file in the McLean County Clerk's office for the following McLean County Departments:

- Circuit Clerk
- Clerk
- Coroner
- Recorder
- Sheriff

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of Semi-Annual Financial Reports for: Circuit Clerk, Clerk, Coroner, Recorder, and the Sheriff. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sweeney declared there was a vacancy in the office of the County Treasurer. He stated the following: our process will be to ask for applications and resumes from all candidates. These applications must arrive in the Administrator's office by March 7, 2003 at 12:00 p.m. The candidates will appear in front of the Executive Committee on March 11, 2003 and the full Board on March 18, 2003.

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

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
Court Security Fund 0141, Sheriff's Department 0029
and the County General Fund 0001

WHEREAS, the McLean County Board, on November 20, 2001 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Security Fund 0141, Sheriff's Department 0029; and,

WHEREAS, the Court Security Fund revenues in Fiscal Year 2002 were \$250,983.57 and the Court Security Fund expenditures in Fiscal Year 2002 were \$319,004.41; and,

WHEREAS, the Justice Committee, on Monday, February 3 2003, approved and recommended to the County Board an Emergency Appropriation from the County's General Fund 0001 unappropriated fund balance to cover the deficit in the Court Security Fund; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of **\$68,021.00**.

Unappropriated Fund Balance	<u>\$68,021.00</u>
0001-0001-0001-0400.0000	

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

Interfund Transfer	
0001-0029-0029-0999.0001	<u>\$68,021.00</u>

3. That the County Auditor is directed to add to the appropriated budget of the Court Security Fund 0141, Sheriff's Department 0029 the following appropriation:

(2)

Transfer from Other Funds
0141-0029-0035-0450.0011

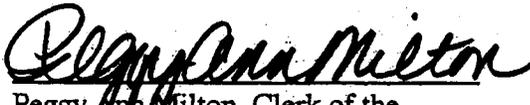
\$68,021.00

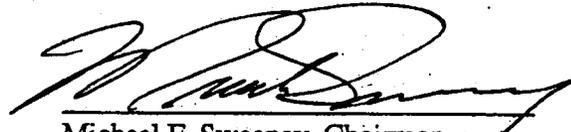
4. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 18th day of February, 2003.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Rodgers moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance Court Security Fund 0141, Sheriff's Department 0029, and the County General Fund 0001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
Public Defender's Office Violent Crime Defense Grant Fund 0149
Public Defender's Office 0021**

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Justice Committee recommended and the County Board approved the General Fund 0001 budget for the Public Defender's Office that includes revenue representing a transfer of \$40,000.00 from the Violent Crime Defense Grant Fund 0149; and,

WHEREAS, the Fiscal Year 2002 Annual Appropriation and Budget Ordinance for the Public Defender's Office Violent Crime Defense Fund Grand Fund 0149 does not include an expenditure appropriation representing a transfer of \$40,000.00 to the General Fund 0001; and,

WHEREAS, the unappropriated fund balance in the Public Defender's Office Violent Crime Defense Fund 0149 is sufficient to provide for such transfer; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to appropriate \$40,000.00 from the unencumbered fund balance of the Public Defender's Office Violent Crime Defense Grant Fund 0149 as follows:

Unappropriated Fund Balance	
149-21-57-400.0	<u>\$ 40,000.00</u>

2. That the County Auditor is directed to add to the Fiscal Year 2002 appropriated budget of the Public Defender's Office Violent Crime Defense Grant Fund 0149 the following appropriation:

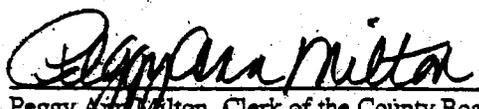
Interfund Transfer	
0149-0021-0057-0999.0001	<u>\$ 40,000.00</u>

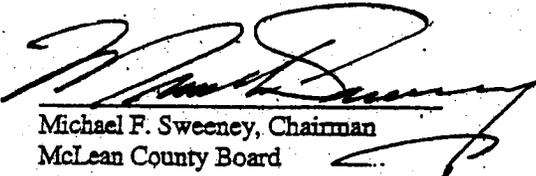
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Public Defender.

ADOPTED by the County Board of McLean County this 18th day of February, 2003.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Emergency Appropriation Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance Public Defender's Office Violent Crime Defense Grant Fund 0149, Public Defender's Office 0021. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HEYWORTH AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM**

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

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

WHEREAS, the Village and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the Village and the County to implement and support an Integrated Justice Information System (hereinafter the IJIS) which will provide essential law enforcement information and services to the Village and the County; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Be responsible for the initial IJIS software and upgrade costs, as well as any future system wide upgrades or enhancements, in consideration of the Village agreeing to utilize the IJIS for entry of all Village police incident crime reports.
2. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.
3. Control any changes to the IJIS software. To enhance the cooperative work effort between the Village and the County, along with representatives of other system users, an IJIS Work Group consisting of representatives from the County, other system users and the Village shall be appointed to review, approve, and prioritize any fixes and enhancements to the IJIS software and database and then to see that the updated IJIS software is distributed to all IJIS users.
4. Provide the following levels of service on a best efforts basis:

The IJIS software and database will be available at a 95% level, 7 days per week, 24 hours per day.

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) hour maintenance segments of a two (2) hour duration each scheduled monthly with advance notice to the IJIS Work Group.

When it is necessary to upgrade the operating system and/or the ORACLE software and/or the database, it may be necessary to use an alternate system which may have less functional capability than IJIS.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Availability and restoration of the IJIS will be provided as soon as possible.

No liability will be attributed to the County for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the Village will be limited to actual damages incurred. The County shall, upon request, provide the Village with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

5. Provide an IJIS Master Name Records function which will include name collapse, delete and expungements of master name entries.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

The Village shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the Village. This includes the updated required versions of the IJIS application software, the operating system software, and/or any support software.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.

Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56kbs to provide communications to/from the County. Where

communication is initiated by the Village at a slower speed, the County reserves the right, at the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communications links will be addressed outside of this Agreement.

5. Agree that the IJIS software is proprietary software which has been developed and licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, for use by the County.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or content to any other person, entity, municipality, or corporation, and to refrain from willfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the Village for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the Village or the failure of the Village to properly maintain those components of the system under its obligation to maintain. If the Village or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred. The Village shall, upon request, provide the County with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

The Village and the County shall:

1. Agree to utilize the ORACLE Discover ("Ad Hoc" query tool), unless otherwise determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, to the County.
3. Agree to implement and enforce the IJIS Workstation Security Policy which is attached to this Agreement as Appendix A and, by reference, is hereby incorporated as a part of the Intergovernmental Agreement.

The Village and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Village may unilaterally terminate this Agreement with 6 months notice.

2. In the event either the County or the Village terminates this Agreement, County agrees to provide an electronic transfer of all Village data on the IJIS system, without any charge to the Village. In the event this agreement is terminated by the Village, Village agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.
3. This Intergovernmental Agreement is subject to the approval of the Village of Heyworth and McLean County before it becomes effective.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

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

For the Village of Heyworth:


Gary A. Simpkins, Mayor
Village of Heyworth

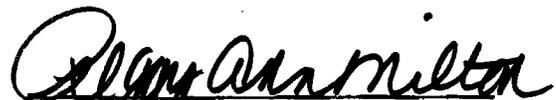
ATTEST:


Kandy L. Goughnour, Clerk
Village of Heyworth, Illinois

For McLean County:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

e:ann\adm\jis_Heyworth.gov

Kandy Goughnour
Village of Heyworth
P.O. Box 439
Heyworth, Illinois 61745-0439

VILLAGE OF HEYWORTH

ORDINANCE No. 2002-33

AN APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF HEYWORTH AND McLEAN COUNTY, ILLINOIS

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF HEYWORTH

THIS 16 DAY OF, December, 2002

Published in pamphlet form by the authority of the Board of Trustees of the Village of Heyworth, McLean County, Illinois, this 16 day of December, 2002.

Section 3: That the Mayor is hereby authorized, empowered and directed to execute said Agreement on behalf of the Village and to take such other necessary actions as may be necessary for the full and complete implementation of the provisions of the said Agreement.

Section 4: That the Village Clerk is hereby authorized, empowered and directed to attest the signature of the Mayor on said Agreement.

Section 5: That this Ordinance shall be effective upon its passage, signing and publication as required by law.

Section 7: That all ordinances, resolutions and other enactments of the Village Board of the Village of Heyworth in conflict herewith are hereby expressly repealed to the extent of said conflict.

Passed by the Board of Trustees of the Village of Heyworth, McLean County, Illinois, approved by the Mayor, and deposited in the office of the Village Clerk, this 16 day of December, 2002.

Those voting aye: Eilts, Bonnell, McGuire, Schlehuber

Those voting nay: None

Those absent: Slayback

APPROVED:

By: Gary A. Simpkins
Gary A. Simpkins, Mayor,
Village of Heyworth, Illinois

ATTEST:

Kandy Goughnour
Kandy Goughnour, Clerk
Village of Heyworth, Illinois

(SEAL)

AN APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF HEYWORTH AND McLEAN COUNTY, ILLINOIS

WHEREAS, the Village of Heyworth, McLean County, Illinois, is a unit of local government as defined by Article VII of the Constitution of the State of Illinois 1970 (the "Village"); and,

WHEREAS, McLean County is a unit of local government as defined by Article VII of the Constitution of the State of Illinois, 1970 (the "County"); and,

WHEREAS, the Village and the County are authorized by Article VII, Section 10 of the Constitution of the State of Illinois, 1970, to enter into Intergovernmental Cooperation Agreements to cooperate or otherwise associate with the County in such manner as the parties might agree; and,

WHEREAS, the Village and County have agreed upon such an Agreement for the implementation and support of an integrated justice information system currently operated by the County within the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF HEYWORTH, McLEAN COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the preambles hereto are true and correct and are incorporated herein by reference as if fully set forth at this point.

Section 2: That a certain "Intergovernmental Agreement between the Village of Heyworth and McLean County to implement and support an integrated justice information system", a copy of which is attached hereto and incorporated hereby by reference as if fully set forth at this point, is hereby in all respects approved.

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Intergovernmental Cooperation Agreement between the Village of Heyworth and McLean County - Integrated Justice Information System. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

***McLEAN COUNTY STORMWATER MANAGEMENT PLAN
FOR THE UNINCORPORATED URBANIZED AREA***

Executive Summary

The County of McLean is required to submit a stormwater management plan (SWMP) in accordance with United States Environmental Protection Agency (USEPA) law. The document outlines McLean County's program to develop, implement and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Federal Clean Water Act (CWA) in accordance with the USEPA Phase II program. The SWMP addresses the six minimum control measures as required by state regulations. The plan also identifies McLean County's authority to implement the general permit. The Notice of Intent (NOI) and SWMP were approved by the McLean County Board on February 18, 2003.

Legal Authority

The County of McLean has the fiscal resources to fully implement its Stormwater Management plan. However, the County of McLean is not a 'Home Rule' government agency and accordingly has limitations on its regulatory legal authority. The County of McLean will exercise what regulatory authority it has to the maximum extent practicable and allowable under State and local law.

All reference to ordinances anticipated in this plan recognizes the limitations noted above. The County of McLean will seek to obtain the authority to implement the ordinances necessary to achieve the goals identified in the plan.

Permit Coverage Area

The stormwater management plan traverses all areas within the Bloomington-Normal Urbanized Area. The combined jurisdictions represent approximately 120,000 residents, approximately 765 miles of roadways and a number of stormwater outfalls discharging to the waters of Sugar Creek, Little Kickapoo, Money Creek, Six Mile Creek, and Kings Mill Creek.

The City of Bloomington and the Town of Normal shall be responsible for the portions of the urbanized area within their respective jurisdiction. The County of McLean shall, with the respective townships, be responsible for the unincorporated areas within the urbanized area as delineated on the 2000 Census Map. The goals of the Stormwater Management Plan shall be pursued through the cooperative efforts of all government agencies within the urbanized area.

Reporting Requirements

McLean County will submit its required report annually during the first term of the permit cycle. The report will include the status of compliance with the permit conditions, an assessment of the appropriateness of the BMPs and progress towards achieving the measurable goals for each of the six minimum control measures. A summary of the activities McLean County will undertake during the reporting cycle and any changes to BMPs or measurable goals will also be included in this report.

Stormwater Management Program

The plan outlines the six minimum control measures, which are expected to result in reductions in pollutants discharged within McLean County. The identified water quality pollutants are fecal coliform, oil and suspended solids. The six minimum controls will address the identified water quality pollutants.

The six minimum controls are:

- 1) Public Education/Outreach
- 2) Public Participation/Involvement
- 3) Illicit Discharge Detection/Elimination
- 4) Construction Site Runoff Control
- 5) Post Construction Runoff Control
- 6) Pollution Prevention/Good Housekeeping.

Each measure will be addressed separately below:

#1 PUBLIC EDUCATION and OUTREACH

The Stormwater Committee has chosen a mix of best management practices (BMPs) to address the fecal coliform, grease and oil, household and lawn/garden chemicals that could potentially end up in local streams or creeks. This control measure will target homeowners, restaurateurs, industry and the general public. An informed and knowledgeable community is crucial to the success of the stormwater management program. As the public becomes aware of the personal responsibilities expected of them and others in the community, including the individual actions they can take to protect or improve the quality of area waters, a greater compliance with the stormwater program will result. The plan has two major initiatives: the formation of partnerships and the use of educational materials.

Education Materials and Strategies

The Ecology Action Center will provide program information, give residents an opportunity to share resources and participate in activities and events in regard to local environmental issues: greenways, bikeways, natural conservation areas, recycling and water quality issues. Education topics might include the benefits of recycling and opportunities for enhancing greenways.

The educational materials will include, but will not be limited to, the following:

- 1) Brochures
- 2) Alternative information sources (websites, bumper stickers, posters etc.)
- 3) A library of educational materials
- 4) Summer camp/club programs
- 5) Portable Stormwater Informational Display/Exhibit

Reaching Diverse Audience

The public education program will use a variety of strategies in which to reach a diverse audience. Mass media campaigns will use a mix of media to generate a watershed message to our audience. Our local strategies will use television and radio ads, including multilingual posters.

The school education program will target school age children. The programs will teach students the water cycle, the watershed, the benefits of composting and stormwater runoff.

The education effort would target homeowners about proper septic system maintenance, proper disposal of used motor oil, chemicals pesticides and household products.

Measurable Goals for Public Education and Outreach

Target Date

BMP Activity

3/03-2/04

1. Establish stormwater hotline.
2. Create media ads and brochures.
3. Assess previously identified water quality problems that can be partially addressed through education.
4. Schedule speakers and develop strategy for public school education.
 - Create list of information available for distribution.
 - Partnership with EAC and County Health Dept. for display at appropriate venues.
 - Examples: Home shows, April SWCD "Conservation Day" in April, Earth Day events.

3/04-2/05

1. Develop and implement school curricula.
2. Proper use of pesticide and lawn chemical classes implemented.
3. Document the number of homeowners provided information about septic system maintenance.
4. Television commercials created and website developed.
5. Educational brochures, point of sale brochures and posters created to teach proper disposal of grease and oil to restaurant and garage owners and employees, residents and other businesses.

3/05-2/06

1. 12% of the school age kids educated.
2. Proper use of pesticide and lawn chemical classes implemented.
3. Document the number of homeowners provided information about septic system maintenance.
4. Document the number of educational brochures given away to targeted industries.
5. Provide an instructional program to educate 30% of restaurants and garages owners.

3/06-2/07

1. 25% of the school age kids educated.
2. Proper use of Pesticide and lawn chemical classes implemented.
3. Document the number of homeowners provided information about septic system maintenance.
4. Document the number of educational brochures given away to targeted industries.
5. Provide an instructional program to educate an additional 30% of restaurants and garages owners.

3/07-12/07

1. 37% of the school age kids educated.
2. Proper use of Pesticide and lawn chemical classes implemented.
3. Document the number of homeowners provided information about septic system maintenance.
4. Document the number of educational brochures given away to targeted industries.
5. Provide an instructional program to educate an additional 30% of restaurants and garages owners.
6. Survey residents to determine the effectiveness of the storm water management program.

#2 PUBLIC PARTICIPATION/INVOLVEMENT

Support by the citizenry is crucial to the success of the storm water management plan. The measure will involve all socio-economic groups. The public participation program is a key component of the public education measure. Broader public support in the development and decision making process will minimize potential legal challenges.

Strategies

Public meetings will provide an opportunity to discuss various viewpoints and provide input concerning appropriate storm water management policies and BMPs. Community cleanup projects for local streams, riparian corridors, trails, highways, streets, open space and parks will be targeted. Recycling programs will be enhanced. The largest pollutant components in our storm drains and water bodies will be identified. A recycling program will be modified to target the largest pollutant-components. A phone hotline will be established to aid enforcement authorities in the identification of polluters. "Adopt a Storm Drain" program, will offer individuals and groups an opportunity to monitor what is entering through our waterways.

Measurable Goals for Public Participation/Involvement

Target Date

BMP Activity

3/03-2/04

1. Initiate inlet stencil program.
2. Establish stormwater hotline.
3. Public Notice of upcoming meetings and event schedules in several different print media of scheduled events.
4. Establish an "adopt an inlet" program.
5. Enhance recycling program.
6. Document the amount of materials recycled.

3/04-2/05

1. 10% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.
4. Establish a program for volunteer stream clean ups.
5. Incorporate environmental monitoring into neighborhood watch group activities.
6. Educational videos produced.

3/05-2/06

1. 20% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.
4. Document the number of participants volunteering for stream clean ups.

3/06-2/07

1. 30% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.
4. Document the number of participants volunteering for stream clean ups.

5. Watershed organization established.

3/07-12/07

1. 40% of neighborhood inlets stenciled.
2. Document the number of calls received by hotlines and other means.
3. Document the number of problems/incidents resolved as a result of complaints.
4. Document the number of participants volunteering for stream clean ups.
5. Document the actions taken as a result of the creation of the watershed group.

#3 ILLICIT DISCHARGE DETECTION and ELIMINATION

The illicit discharge detection measure will involve both municipal staff and local citizens. Each jurisdiction will locate illicit discharge problem areas through public complaints, visual screening and dry weather screening methods. The program will work to detect and eliminate illicit discharges.

Strategies

The local Geographic Information System (GIS) will be used to map the location of all storm sewer outfalls and all the waters that receive storm water discharges. The GIS will also allow the input of citizen complaints and dry weather screening and monitoring data.

A "right of entry" shall be obtained as a condition of permit issuance and shall be exercised to the extent permitted by law, to allow County employees access on private property for inspection in locating potential sources of illicit discharges. The enforcement actions that will be taken against those properties found to be in non-compliance or that refuse to allow access to their facilities are varied. They range from cease and desist orders, suspension of water or sewer service, and criminal and civil penalties, including charging the owner of the property for the cost of abatement.

Measurable Goals for Illicit Discharge Detection and Elimination

Target Date BMP Activity

3/03-2/04

1. Develop a stormwater GIS application.
2. "Right of entry" in place.
3. Document the number of regular maintenance and inspection reminders issued to septic tank owners. (Not applicable where public sewer is available)
4. Continue enforcing ordinances that allows for testing of new buildings.

3/04-2/05

1. 25% of mapping efforts completed.
2. 15% of identified illicit sources disconnected.

3. Document the number of regular maintenance and inspection reminders issued to tank owners. (Not applicable where public sewer is available)
4. Document the number of buildings dye tested as a condition of occupancy.
5. Document the number of citizen complaints of illicit connections and the results of actions taken.

3/05-2/06

1. 50% of mapping efforts completed.
2. 35% of identified illicit sources disconnected.
3. Document the number of regular maintenance and inspection reminders issued to tank owners. (Not applicable where public sewer is available)
4. Document the number of buildings dye tested as a condition of occupancy.
5. Document the number of citizen complaints of illicit connections and the results of actions taken.

3/06-2/07

1. 75% of mapping efforts completed.
2. 50% of identified illicit sources disconnected.
3. Document the number of regular maintenance and inspection reminders issued to tank owners. (Not applicable where public sewer is available)
4. Document the number of buildings dye tested as a condition of occupancy.
5. Document the number of citizen complaints of illicit connections and the results of actions taken.

3/06-12/07

1. 100% of mapping efforts completed.
2. 70% of determined illicit sources disconnected
3. Document the number of regular maintenance and inspection reminders issued to tank owners. (Not applicable where public sewer is available)
4. Document the number of buildings dye tested as a condition of occupancy.
5. Document the number of citizen complaints of illicit connections and the results of actions taken.

#4 CONSTRUCTION SITE RUNOFF CONTROL

McLean County recognizes that construction sites can deposit a significant amount of silts and sediments in a short period of time. The Phase II rules require McLean County to develop and enforce a stormwater management program. McLean County will adopt an Erosion and Sediment Control (ESC) Plan to reduce construction pollutants in its stormwater runoff. The ordinance will require that land disturbance of 5,000 square feet or more will be regulated. It requires developers, builders or owners to submit a plan that contains measures to reduce soil erosion and practices to control sediments. Additionally, ESC requires the submittal of construction plans prior to ground being broken.

Once a plan is reviewed and approved, staff will endeavor to ensure that the ESC plan is followed. The ordinance then requires the developer builders or owners to install and maintain those specified measures and practices agreed to in the plan. Sites may be inspected for compliance and if found lacking, an inspector

may issue a permit violation, stop work order, fine or other measure to ensure compliance.

Measurable Goals for Construction Site Runoff Control

Target Date BMP Activity

3/03-2/04

1. Solicit public input regarding ESC.
2. Develop procedures for erosion control permitting.
3. ESC ordinance in place.

3/04-2/05

1. Procedures for site inspections implemented.
2. Inspect at least 25% of construction sites within jurisdiction.
3. Document the number of "Incident of Non-Compliance" reported by inspectors.
4. Document the number of enforcement actions taken.

3/05-2/06

1. Inspect at least 50% of construction sites within jurisdiction.
2. Document the number of "Incident of Non-Compliance" reported by inspectors.
3. Document the number of enforcement actions taken.

3/06-2/07

1. Inspect at least 75% of construction sites within jurisdiction.
2. Document the number of "Incident of Non-Compliance" reported by inspectors.
3. Document the number of enforcement actions taken.

3/07-12/07

1. Inspect at least 100% of construction sites within jurisdiction.
2. Document the number of "Incident of Non-Compliance" reported by inspectors.
3. Document the number of enforcement actions taken.

#5 POST-CONSTRUCTION RUNOFF CONTROL

McLean County proposes to address the Post-Construction Runoff Measure with structural and non-structural BMPs. The controls seek to reduce the amount of impervious cover, by increasing natural land set aside for conservation and to use pervious areas for more effective stormwater management. McLean County has looked at a variety of ways to increase greenspace.

McLean County is planning to develop a Stream Buffer Ordinance, which includes, but is not limited to, the 100-year flood plain.

Structural BMPs shall include the use of wet and dry retention basins, which will principally be used in the urban environment.

Measurable Goals for Post Construction Runoff Control

Target Date BMP Activity

3/03-2/04

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Inspect publicly owned wet/dry detention basins.
3. Develop Stream Buffer Zone ordinance
4. Develop guidelines to encourage the use of alternative pavers.

3/04-2/05

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Inspect publicly owned wet/dry detention basins.
3. Document the amount of acreage preserved as buffers.

3/05-2/06

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Inspect publicly owned wet/dry detention basins.
3. Document the amount of acreage preserved as buffers.
4. Develop plan for inspection of privately owned wet/dry detention basins.

3/06-2/07

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Inspect publicly owned wet/dry detention basins.
3. Document the amount of acreage preserved as buffers.
4. Review existing privately owned wet/dry detention basins, for maintenance needs and possible improvements.

3/07-12/07

1. Continue policy of construction and maintenance of wet/dry detention basins.
2. Inspect publicly owned wet/dry detention basins.
3. Document the amount of acreage preserved as buffers.
4. Begin to implement the inspection of privately owned wet/dry detention basins.

#6 POLLUTION PREVENTION/GOOD HOUSEKEEPING

The McLean County Pollution Prevention/Good Housekeeping Measure for municipal operations program goal is to reduce pollutant runoff from municipal operations. The vehicle maintenance program requires that all city-owned vehicles be regularly inspected to eliminate the amount of oil, grease, and fluid leaks. Street sweeping will be more frequent at high traffic areas. A program for the inspection of storm drains will be developed.

An Integrated Pest Management program (IPM) will be developed and offered. The program will train municipal employees on current best management practices for pest management. Lawn pesticide application classes will be offered to municipal employees and city residents.

Measurable Goals for Pollution Prevention/Good Housekeeping

Target Date BMP Activity

3/03-2/04

1. Review municipal vehicle maintenance program.
2. Begin to document the number of inlets cleaned.
3. Street sweeping program documented.
4. Begin research of road salt alternatives
5. Continue to document the amount of salt applied to roadways.
6. Develop an inspection program for stormwater inlets.

3/04-2/05

1. Implement municipal vehicle maintenance program.
2. Document the number of inlets cleaned.
3. Document the number of miles of street cleaned.
4. Continue to research road salt alternatives
5. Continue to document the amount of salt applied to roadways.
6. Inspect 20% of stormwater inlets.

3/05-2/06

1. Continue municipal vehicle maintenance program.
2. Document the number of inlets cleaned.
3. Document the number of miles of street cleaned.
4. Continue to research road salt alternatives
5. Continue to document the amount of salt applied to roadways.
6. Document the number of municipal employees trained in IPM classes.
7. Inspect 20% of stormwater inlets.

3/06-2/07

1. Continue municipal vehicle maintenance program.
2. Document the number of inlets cleaned.
3. Document the number of miles of street cleaned.
4. Continue to research road salt alternatives
5. Continue to document the amount of salt applied to roadways.
6. Document the number of municipal employees trained in IPM classes.
7. Inspect 20% of stormwater inlets.

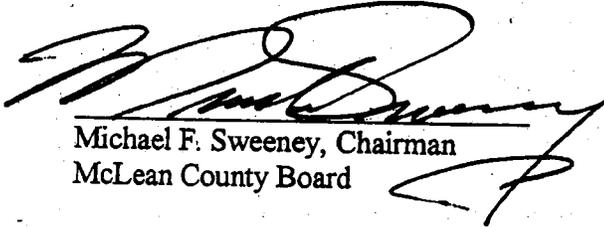
3/07-12/07

1. Continue municipal vehicle maintenance program.
2. Document the number of inlets cleaned.
3. Document the number of miles of street cleaned.
4. Continue to research road salt alternatives
5. Continue to document the amount of salt applied to roadways.
6. Document the number of municipal employees trained in IPM classes.
7. Inspect 20% of stormwater inlets.

Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Authorized Representative



February 18, 2003

Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Berglund moved the County Board approve a Request for Approval of the McLean County Stormwater Management Plan for the Unincorporated Urbanized Area. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report can be found on pages 111-117.

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

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, The County of McLean, Illinois, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "County"); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 50 *Illinois Compiled Statutes 2000, 465/1 et seq.*, as supplemented and amended (the "Act"), the County is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the County; and

WHEREAS, the County has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2000, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and pursuant to the Act, one or more public agencies (whether or not any of them are home rule units) may join together or cooperate with one another in the exercise, either jointly or otherwise, of any one or more of the powers conferred by the Act or other enabling acts or powers pursuant to a written agreement, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the County to enter into an Intergovernmental Cooperation Agreement (the "Cooperation Agreement") dated as of March 1,

2003, by and among the County and certain other units of local government named therein (the "Units"), to provide for the joint issuance of such revenue bonds to aid in providing an adequate supply of residential housing in such Units (the "Program"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, and the City of Springfield, Sangamon County, Illinois, jointly (the "Issuers"), propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds, Series 2003 in an aggregate principal amount not to exceed \$300,000,000 (the "Bonds") in one or more series to obtain funds to finance the acquisition of mortgage-backed securities (the "GNMA Securities") of the Government National Mortgage Association ("GNMA"), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the "FNMA Securities") of the Federal National Mortgage Association ("FNMA"), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the "FHLMC Securities") of the Federal Home Loan Mortgage Corporation ("FHLMC"), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the "Mortgage Loans"), on behalf of the County and the other Units all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, a notice of combined public hearing with respect to the plan of finance of the costs of the Program through the issuance of the Bonds has been published in *The Pantagraph*, a newspaper of general circulation in the County, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), on January 22, 2003, and appropriately designated hearing officers of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Champaign, Champaign County, Illinois, the City of East Moline, Rock

Island County, Illinois, and The County of St. Clair, Illinois, have conducted said combined public hearing on February 7, 2003; and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. That it is the finding and declaration of the County Board of the County that the issuance of the Bonds by the Issuers is advantageous to the County, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly the Act, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; that the determination and definition of "maximum home value," "minimum home value," "persons of low and moderate income" and the other standards required by the Act are set forth in the origination and servicing agreement referred to in the Cooperation Agreement; and that, by the adoption of this authorizing ordinance, the County Board of the County hereby approves the issuance of the Bonds for the purposes as provided in the preamble hereto, the text hereof and the notice of public hearing referred to in the preamble hereto, which notice is hereby incorporated herein by reference, and the conduct of the combined public hearing referred to in the preamble hereto, which public approval shall satisfy the provisions of Section 147(f) of the Code.

Section 2. That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the County Board Chairperson of the County be, and is hereby, authorized, empowered and directed to execute, and the County Clerk of the County be, and is hereby, authorized, empowered and directed to attest and to affix

the official seal of the County to, the Cooperation Agreement in the name and on behalf of the County, and thereupon to cause the Cooperation Agreement to be delivered to the other Units; that the Cooperation Agreement is to be in substantially the form presented to and before this meeting with such changes therein as shall be required or approved by counsel to the County and by the officer of the County executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the County, and shall be available for public inspection at the principal office of the County.

Section 3. That the County Board Chairperson, the County Clerk and the proper officers, officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

Section 4. That all acts of the officers, officials, agents and employees of the County heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, be, and the same

hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of public hearing.

Section 5. That the County hereby allocates all unified volume cap received or to be received by the County from the Office of the Governor of the State of Illinois for the Program, if any, pursuant to the request made by the County on January 2, 2003, to the issuance of the Bonds; and that the County, by the adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been allocated to any other bond issue or transferred back to the Office of the Governor or otherwise.

Section 6. That after the Cooperation Agreement is executed by the County, this authorizing ordinance shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 7. That no pledge, agreement, covenant, representation, obligation or undertaking by the County contained in this authorizing ordinance and no other pledge, agreement, covenant, representation, obligation or undertaking by the County contained in any other document executed by the County in connection with the Program or the Bonds shall give rise to any pecuniary liability of the County or charge against its general credit, or shall obligate the County financially in any way; that no failure of the County to comply with any term, condition, covenant, obligation or agreement herein or therein shall subject the County to liability for any claim for damages, costs, or other financial or pecuniary charge and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the County.

Section 8. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of

the sections, phrases and provisions of this authorizing ordinance; *provided, however*, that no holding of invalidity shall impose any personal liability on any director, member, elected or appointed officer, official, employee, attorney, or agent of the County.

Section 9. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I am the Ex Officio Clerk of the County Board of said County and the keeper of the records and files of said County Board and said County.

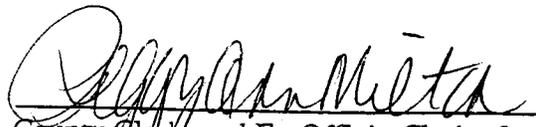
I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of said County Board of said County held on the 18th day of February, 2003, insofar as same related to the adoption of an ordinance entitled:

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

a true, correct and complete copy of which said ordinance as adopted at the same meeting appears in the foregoing transcript of the minutes of said meeting.

I do hereby further certify that the deliberations of the County Board of said County on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was called and held at a specified time and place convenient to the public; that notice of said meeting was duly given to all the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board of said County at least forty-eight (48) hours in advance of the holding of said meeting; that said agenda contained a separate specific item concerning said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the County Code, as amended, and that said County Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

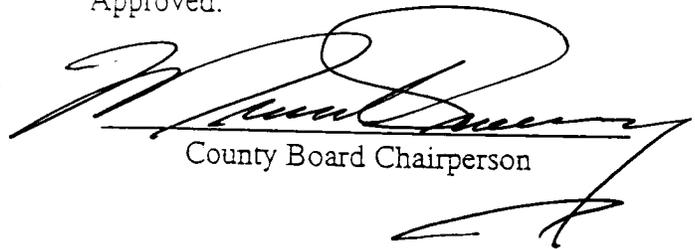
IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said County, this 18th day of Feb, 2003.


County Clerk, and Ex Officio Clerk of
the County Board, The County of
McLean, Illinois

[SEAL]

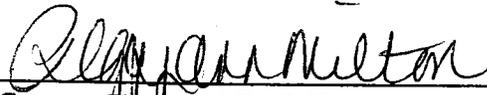
Presented, passed, approved and recorded by the County Board of The County of McLean, Illinois, this 18th day of February, 2003.

Approved:


County Board Chairperson

[SEAL]

Attest:


County Clerk and Ex Officio Clerk of the
County Board

Ayes: Members Cavallini, Sorensen, Dean, Bostic Johnson, Moss, Rodgers, Bass, Gordon, Selzer, Rackauskas, Berglund, Segobiano, Renner, Ahart, Kinzinger, Nuckolls, Owens

Nays: None

Absent or ~~Not Voting~~: Hoselton

MINUTES of a regular public meeting of the County Board of The County of McLean, Illinois, held at the County Building, located at 104 West Front Street, Bloomington, Illinois at 9:00 o'clock, A.M., on the 18th day of February, 2003.

The County Board Chairperson called the meeting to order, and directed the County Clerk to call the roll.

Upon the roll being called, the County Board Chairperson and the following members of the County Board answered present: Members Cavallini, Sorensen, Dean, Bostic,
Johnson, Moss, Rodgers, Bass, Gordon, Selzer, Rackauskas, Berglund, Segobiano,
Renner, Ahart, Kinzinger, Nuckolls, Owens, Sweeney

The following members of the County Board were absent: Hoselton

* * *

(Other Business)

Finance Committee,
Chairman Sorensen presented, ~~and the County Clerk read in full,~~ the following ordinance:

County Board Member Sorensen moved, and County Board Member Renner seconded the motion, that said ordinance as presented and read by the County Clerk be adopted.

After a full discussion thereof, the County Board Chairperson directed that the roll be called for a vote upon the motion to adopt said ordinance, as read.

Upon the roll being called, the following members of the County Board voted:

AYE: Members Cavallini, Sorensen, Dean Bostic, Johnson, Moss, Rodgers, Bass, Gordon, Selzer, Rackauskas, Berglund, Segobiano, Renner, Ahart, Kinzinger, Nuckolls, Owens

NAY: None

ABSENT OR ~~NOT VOTING~~ Hoselton

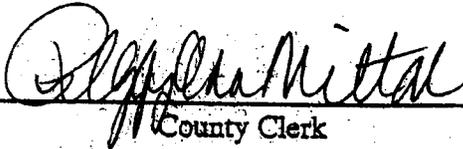
Whereupon the County Board Chairperson declared the motion carried and said ordinance adopted, and hereforth did approve and sign the same in open meeting, and did direct the County Clerk to record the same in full in the records of the County Board of The County of McLean, Illinois.

* * *

(Other Business)

Upon motion duly made and seconded, the meeting was adjourned.

[SEAL]


County Clerk

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Authorizing Execution and Delivery of an Intergovernmental Agreement; Assist 2003 Single-Family Mortgage Revenue Bond Program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**A RESOLUTION TRANSFERRING MONIES FROM THE
WORKING CASH FUND 0002
TO THE FICA/SOCIAL SECURITY FUND 0130, IMRF FUND 0131
AND THE CHILDREN'S ADVOCACY CENTER FUND 0129
FISCAL YEAR 2003**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the FICA/Social Security Fund 0130, the IMRF Fund 0131, and the Children's Advocacy Center Fund 0129 in the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance; and,

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

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

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

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$739,637.00 from the Working Cash Fund to these funds; and,

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

BE IT RESOLVED by the McLean County Board in regular session that the sum of up to \$739,637.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following funds as follows:

FROM:	Working Cash Fund 0002	<u>\$739,637.00</u>
TO:	FICA/Social Security Fund 0130	\$556,791.00
	IMRF Fund 0131	\$142,933.00
	Children's Advocacy Center Fund 0129	\$ 39,913.00
	TOTAL:	<u>\$739,637.00</u>

(2)

BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$739,637.00 accordingly.

BE IT FURTHER RESOLVED that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2003, upon receipt of general property taxes until the full amount so transferred has been returned to the Working Cash Fund 0002.

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

ADOPTED by the County Board of McLean County, Illinois this 18th day of February, 2003.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

**AN ORDINANCE TRANSFERRING MONIES FROM THE
 TORT JUDGMENT FUND 0135
 TO THE COUNTY GENERAL FUND 0001,
 PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110,
 AND THE HEALTH DEPARTMENT FUND 0112
 FISCAL YEAR 2003**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the County General Fund 0001, the Persons with Developmental Disabilities Fund 0110, and the Health Department Fund 0112 in the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance; and,

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

WHEREAS, there are sufficient monies available in the Tort Judgment Fund 0135 that may be drawn upon temporarily to meet this projected shortfall; and,

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

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$346,828.00 from the Tort Judgment Fund 0135 to the County General Fund 0001, the Persons with Developmental Disabilities Fund 0110, and the Health Department Fund 0112; and,

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

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$346,828.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Tort Judgement Fund 0135	<u>\$346,828.00</u>
TO:	County General Fund 0001	\$166,169.00
	Persons with Developmental Disabilities Fund 0110	\$131,858.00
	Health Department Fund 0130	<u>\$ 48,801.00</u>
	TOTAL:	\$346,828.00

(2)

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$345,828.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2003 to reimburse said Tort Judgment Fund 0135 after receipt of general property taxes and personal property taxes until the full amount so transferred has been returned to these funds.

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

ADOPTED by the County Board of McLean County, Illinois this 18th day of February, 2003.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

**AN ORDINANCE TRANSFERRING MONIES FROM THE
TREASURER'S INDEMNITY FUND
TO THE HEALTH DEPARTMENT FUND 0112
FISCAL YEAR 2003**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Health Department Fund 0112 in the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance; and,

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

WHEREAS, there are sufficient monies available in the Treasurer's Indemnity Fund that may be drawn upon temporarily to meet this projected shortfall; and,

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

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$101,503.00 from the Treasurer's Indemnity Fund to the Health Department Fund 0112; and,

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

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$101,503.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Treasurer's Indemnity Fund	<u>\$101,503.00</u>
TO:	Health Department Fund 0112	<u>\$101,503.00</u>
	TOTAL:	\$101,503.00

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$101,503.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2003 to reimburse said Treasurer's Indemnity Fund after receipt of general property taxes and personal property taxes until the full amount so transferred has been returned to these funds.

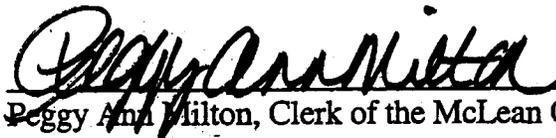
(2)

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

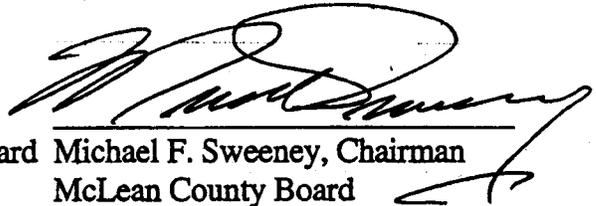
ADOPTED by the County Board of McLean County, Illinois this 18th day of February, 2003.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Selzer moved the County Board approve a Request for Approval of Interfund Transfer Ordinances: Fiscal Year 2003 - January 1, 2003 - May 31, 2003
(1) Resolution Transferring Monies from the Working Cash Fund 0002 to FICA/Social Security Fund 0130, IMRF Fund 0131, and the Children's Advocacy Center Fund 0129.
(2) Ordinance Transferring Monies from the Tort Judgement Fund 0135 to the County General Fund 0001, Persons with Developmental Disabilities Fund 0110, and Health Department Fund 0112.
(3) Ordinance Transferring Monies from the Treasurer's Indemnity Fund.
Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance
Of the McLean County Board
Amending the 2003 Combined
Annual Budget and Appropriation Ordinance

WHEREAS, it has become necessary to reappropriate the unliquidated encumbrances of the prior Fiscal Year 2002 budget, and

WHEREAS, reappropriations in the amount of \$404,901.29 for the Fiscal Year 2003 would be added; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to reappropriate the unliquidated encumbrances outstanding at the close of the 2002 Fiscal Year, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, that the Fiscal Year 2003 budget is amended by reappropriation of the outstanding purchase orders at the close of the 2002 Fiscal Year as follows:

COUNTY GENERAL FUND/0001

CIRCUIT COURT

02-0000368	Widmer Interiors	\$1,230.00
TOTAL CIRCUIT COURT		\$1,230.00

COURT SERVICES

02-0000177	Wherry Machine & Welding Inc.	732.00
02-0000198	Wal-Mart	44.80
02-0000326	Wal-Mart	594.44
02-0000328	Supreme Radio Communications	1,124.00
TOTAL COURT SERVICES		\$2,495.24

SHERIFF

02-0000191	Interstate All Battery Center	101.95
02-0000193	Lockup USA Productions	895.00
02-0000229	Ray O'Herron Co., Inc.	174.80
02-0000301	Ray O'Herron Co., Inc.	280.50
02-0000313	Smiley's Sport Shop, Inc.	2,702.50
02-0000318	Interstate All Battery Center	388.00
02-0000325	Keefe Supply Co.	525.00
02-0000336	The Heyworth Star, Inc.	162.00
02-0000337	Ray O'Herron Co., Inc.	24.45
02-0000338	Robinson Textiles, Inc.	3,571.15
02-0000360	Ray O'Herron Co., Inc.	172.00
02-0000378	Identix, Inc.	3,506.00

Sheriff (continued)

02-0000397	Ecolab, Inc.	223.00
02-0000399	Pak Systems	312.50
02-0000400	All Forms & Checks, Inc.	128.50
02-0000402	Bob Barker Co., Inc.	212.50
02-0000403	The Heyworth Star, Inc.	200.00
02-0000404	Ray O'Herron Co., Inc.	5,853.80
02-0000405	Bromenn Medical	79.00
02-0000406	Caligor	680.00
02-0000407	Police Supply Depot	615.00
02-0000408	Precision Dynamics Corp.	518.96
02-0000411	Ray O'Herron Co., Inc.	417.00

TOTAL SHERIFF **\$21,743.61**

PARKS & RECREATION

02-0000195	McLean County Highway Fund	5,045.86
02-0000238	Carsonite International Corp.	113.00
02-0000319	Innotech Corp.	9,863.75
02-0000333	E.F. Johnson	1,757.00
02-0000355	E.F. Johnson	460.00

TOTAL PARKS & RECREATION **\$17,239.61**

FACILITIES MANAGEMENT

02-0000332	Simplex Grinnell LP	5,290.00
02-0000362	Spring Crest Drapery	1,248.00
02-0000363	Cummins Mid-States Power, Inc.	1,745.26
02-0000364	Technical Solutions & Services	5,320.47

TOTAL FACILITIES MANAGEMENT **\$13,603.73**

INFORMATION SERVICES

02-0000354	TRW S&ITG	2,964.00
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TOTAL INFORMATION SERVICES **\$2,964.00**

SUPERVISOR OF ASSESSMENTS

02-0000330	Cirone Computer Consulting	5,000.00
02-0000369	PIP Printing	8,661.00
02-0000370	U.S. Postmaster	5,000.00
02-0000371	The Pantagraph	6,000.00
02-0000372	The Heyworth Star, Inc.	1,600.00
02-0000373	The Normalite	2,500.00
02-0000374	The Ridgeview Review	1,000.00
02-0000375	The Lexingtonian	900.00
02-0000376	Chenoa Town Crier	500.00
02-0000377	Carlock Quill	1,400.00

TOTAL SUPERVISOR OF ASSESSMENTS \$32,561.00

TOTAL COUNTY GENERAL FUND \$91,837.19

DENTAL SEALANT/0102

02-0000163	Patterson Dental Supply, Inc.	300.00
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TOTAL DENTAL SEALANT/0102 \$300.00

FAMILY CASE MANAGEMENT/0106

02-0000252	Ace-Hi Glass Co.	3,087.00
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TOTAL FAMILY CASE MANAGEMENT/0106 \$3,087.00

T.B. CARE & TREATMENT/0111

02-0000379	Enloe Drugs, Inc.	4,925.05
02-0000380	Versapharm, Inc.	2,121.10

TOTAL T.B. CARE & TREATMENT/0111 \$7,046.15

HEALTH DEPARTMENT/0112

02-0000297	Best Buy	450.00
02-0000323	Widmer Interiors	437.15
02-0000324	McLean County Health Department	130.00
02-0000379	Enloe Drugs, Inc.	2,000.00
02-0000381	The Heyworth Star, Inc.	2,000.00
02-0000382	School Health Corporation	1,000.00
02-0000383	All Forms & Checks, Inc.	3,500.00
02-0000384	Twin City Electric, Inc.	3,200.00
02-0000385	Bank One of Bloomington/Normal	545.00
02-0000386	Office Depot	319.99
02-0000387	Best Buy	500.00
02-0000388	Diazit Company, Inc.	1,090.00

Health Department/0112 (continued)

02-0000389	Voler Corporation	950.00
02-0000390	Corporate Express, Inc.	1,051.00
02-0000391	Widmer Interiors	350.00
02-0000392	Corporate Express, Inc.	399.00
02-0000393	Michael's Arts & Crafts	274.00
02-0000394	Designers Bookstore	199.00
02-0000401	Menards Cashway Lumber	425.00
02-0000409	Flatlander Industries, Inc.	228.60
02-0000410	Bob Ridings, Inc.	17,930.00

TOTAL HEALTH DEPARTMENT/0112 **\$36,978.74**

COUNTY HIGHWAY/0120

02-0000266	Wissmiller and Evans	9,800.00
02-0000283	Wheeler Communications, Inc.	2,092.84
02-0000342	Town of Normal	35,000.00
02-0000343	McLean County Regional Planning	30,000.00
02-0000345	BLDD Architects, Inc.	55,000.00
02-0000366	Nu-Metrics	3,741.00

TOTAL COUNTY HIGHWAY/0120 **\$135,633.84**

COUNTY MOTOR FUEL/0123

02-0000305	Cargill, Inc.	68,831.90
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TOTAL COUNTY MOTOR FUEL/0123 **\$68,831.90**

TORT JUDGEMENT/0135

02-0000310	Philips Medical Systems HSG	1,805.75
02-0000358	Merck, Sharp & Dohme, Inc.	4,898.50

TOTAL TORT JUDGEMENT/0135 **\$6,704.25**

CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142

02-0000259	Byers Printing	1,443.40
02-0000304	Byers Printing	1,700.00

TOTAL CIRCUIT CLERK COURT DOCUMENT STORAGE **\$3,143.40**

COURT SERVICES/ADULT PROBATION/FUND 0146

02-0000309	Abbott Laboratories	2,964.10
02-0000327	Supreme Radio Communications	622.00
02-0000348	Harlan Vance Company	360.00
02-0000353	Dell Computer Corp.	17,052.00
TOTAL COURT SERVICES ADULT PROBATION		\$20,998.10

MCBARNES BUILDING/0350

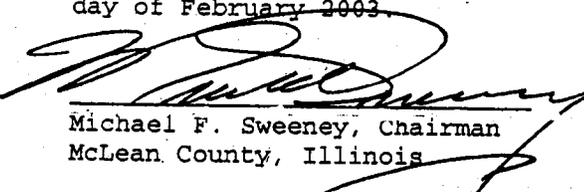
02-0000367	Connor Company	15,700.72
TOTAL MCBARNES BUILDING/0350		\$15,700.72

METRO CENTER/0452

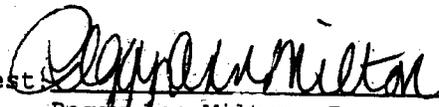
02-0000395	Medical Priority	4,640.00
02-0000396	Motorola, Inc.	10,000.00
TOTAL METRO CENTER/0452		\$14,640.00

GRAND TOTAL COMBINED FUNDS \$404,901.29

Adopted by the McLean County Board of McLean County, Illinois this 18th day of February 2003.


Michael F. Sweeney, Chairman
McLean County, Illinois

Attest


Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Ordinance Amending the 2003 Combined Annual Budget and Appropriation Ordinance to Reappropriate Unliquidated Encumbrances - Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AGREEMENT FOR INSURANCE BROKERAGE SERVICES

This Agreement made and entered into this February 18, 2003, by and between Insurance Risk Managers/Accordia (hereinafter know as "Agent") and the County of McLean (hereinafter known as "County".)

This agreement is made with regard to the following recitals:

- A. The County has determined that the Agent should continued to be retained as the Broker of Record for insurance brokerage services for the period commencing February 17, 2003 and ending March 1, 2004 for desired brokerage services for its property and casualty insurance coverages;
- B. Agent has been selected by the County as its Agent of Record.
- C. Agent will be compensated on a fee based as stipulated in Exhibit I.

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

1. TERM

The term of this Agreement shall be for the period of February 17, 2003 to March 1, 2004, unless earlier terminated as provided in paragraph 4 herein.

2. BROKERAGE SERVICES TO BE PROVIDED

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

2.1 Usual and Customary Brokerage Services

- 2.1.1 Consultation and coordination of activities in the acquisition, enhancement and maintenance of the risk management and insurance program of the County, and as liaison between County and the underwriters.
- 2.1.2 Administration of insurance programs to ensure the timely issuance and accuracy of policies, endorsements, and other coverage amendments.
- 2.1.3 Consultation and coordination of all claim reporting activities to the insurance companies and assistance in the settlement and /or processing of claims until all claim matters under the policies or binds are resolved.
- 2.1.4 Maintenance of current records on reported claims and production of a claim summary not less than annually subject to the availability of internal loss records of the County and the underwriters.
- 2.1.5 Consultation on loss control, inspection and prevention activities. These consultation services are considered to be the type that normally are included within the scope of routine insurance broker servicing. Additional services requested by the County are mentioned in paragraph 2.2.

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

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

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

2.1.9 Preparation of premium and loss development forecasts as requested.

2.1.10 Deliver to the County on or before July 1, 2003, a statement of the industry rating and report of financial status of insurance companies providing coverage to the County.

2.1.11 Provide the County on or before July 1, 2003 a report reviewing and developing premiums indications for coverages, based on market trends, for the County's next fiscal year.

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

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

2.2 ADDITIONAL SERVICES

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

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

3. COMPENSATION

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

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

4 TERMINATION

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

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

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

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

5 DISCLOSURE, NON-DISCLOSURE AND NOTICES

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

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

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

If to the Agent

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

If to the County

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

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

6. INTEREST OF AGENT

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

7. INDEPENDENT CONTRACTOR

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

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

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

8. HOLD- HARMLESS AND INDEMNIFICATION PROVISION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

10. GENERAL PROVISIONS

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

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

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

10.4 This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

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

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

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

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

ATTEST:

the County

By: _____

Name: _____

Title: _____

ATTEST:

the Agent

By: _____

Name: _____

Title: _____

Members Sorensen/Owens moved the County Board approve a Request for Approval of Proposed Risk Management Program for 2003 and Agreement for Insurance Brokerage Services - Risk Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



Wednesday, February 05, 2003

McLean County
104 W. Front Street
Room 702
Bloomington, IL 61702
Attention Craig Nelson

Re: Letter of Understanding for Services

Ladies and Gentlemen:

This letter confirms the terms agreed upon by Official Payments Corporation ("OPC") and McLean County ("Agency"), pursuant to which OPC will provide credit card payment services (the "Services") to individuals or entities ("Citizens") attempting to make the payments to Agency ("Agency Payments").

A. OPC's Provision of the Services: OPC shall provide the Services in accordance with the following guidelines:

- OPC shall provide Citizens the opportunity to make Agency Payments by credit card and "pin-less" debit card through both an interactive telephone voice response system ("IVR") and Internet interface (the "OPC Website", which together with the IVR, shall constitute the "System").
- OPC shall, on behalf of Agency, collect and process Agency Payments from Citizens using the American Express® Card, MasterCard®, VISA®, Discover® Card or other credit card mutually agreed upon by Agency and OPC (each, a "Card").
- OPC shall begin providing the Services to Citizens on a date to be mutually agreed upon by OPC and Agency.
- OPC may charge Citizens a "convenience fee" for each Card transaction processed (the "Convenience Fee"), to be collected in addition to the corresponding Agency Payment as part of a unified Card transaction. A schedule of the Convenience Fees is attached to this letter as Exhibit A, and OPC may amend this schedule at any time upon prior written notice to Agency.
- Except for any fees to be paid by Agency as set forth in Exhibit A, OPC shall not charge Agency a fee in consideration for OPC providing the Services to Citizens as contemplated by this letter. Enhancements to the Services or additional services not provided for in this letter, and any related fees payable by Agency in connection therewith, will be mutually agreed upon by OPC and Agency.
- With respect to all "reversed" and "chargeback" Card transactions that are substantiated by a Cardholder and approved by an authorized representative of OPC and the Agency: (i) the Agency authorizes OPC (or the respective Card organization) to debit the Agency's

depository bank account previously designated by the Agency (the "Agency Bank Account") for the amount of the corresponding Agency Payment and (ii) OPC shall refund to the Card organization (for credit back to the Cardholder) the corresponding Convenience Fees. The Agency agrees that it shall not refund in cash to a Citizen any Agency Payment made using Official Payments' services.

- OPC shall forward Agency Payment transactions to the appropriate Card organizations for settlement to the Agency Bank Account. OPC shall retain all Convenience Fees collected by it hereunder. In the event that OPC is unable to collect all amounts owed by Agency hereunder through debiting the Agency Bank Account, Agency shall promptly pay all owed amounts to OPC in immediately available funds.
- OPC will confirm the dollar amount of all a Citizen's Agency Payment and the corresponding convenience fees to be charged to his/her Card and obtain the Citizen's approval (electronic or otherwise) of such charges prior to initiating credit authorizations.
- OPC will provide Citizens with electronic confirmation of Card transactions.

For authorization purposes, OPC will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

- OPC will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
- OPC will arrange for a unique line merchant descriptor for the Agency Payment that references the name of Agency and arrange for a separate unique line merchant description for the Convenience Fee that references Official Payments and the nature of the fee.
- OPC will provide Agency with logos, graphics, and other appropriate marketing materials for Agency's use in its communications with Citizens.
- OPC will provide Agency with reports summarizing use of the Services by Citizens for a given reporting period.

B. Agency's Obligations: In order for OPC to provide the Services as outlined in this letter, Agency will be required to comply with the following guidelines:

- If required by the credit card organizations, Agency will enter into all applicable merchant Card agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
- Other than permitting OPC to charge the Convenience Fees in accordance with this Agreement, Agency will not impose any surcharge or other penalty on Card transactions made by Citizens for Agency Payments.
- Agency will provide OPC with the electronic record specifications necessary for funds settlement and the posting of Agency Payment data related to the Card payments.
- If applicable, Agency will provide OPC its desired reporting formats sufficiently in advance of the desired report delivery date.
- Agency will provide to OPC all necessary documents and correspondence in connection with chargeback transactions or other similar refund transactions.

- Agency will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Agency's daily operations.
- Agency will not require, as a condition to making an Agency Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
- Agency will promote the Services to its Citizens. These promotions shall include publishing the relevant telephone number and URL for the Official Payments Website on all tax instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, as applicable, and all related marketing materials. Agency will obtain OPC's consent prior to publishing any materials that reference the Services and/or OPC.

C. Additional Matters

- Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this letter any confidential or proprietary non-public information it obtains during the term of this Agreement about OPC's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. OPC will not disclose to any third party or use for any purpose inconsistent with this letter any confidential Citizen information it receives in connection with its performance of the Services, except that OPC may use (1) such information for collection and other purposes as would be permitted for federal tax information under §6311-2T of 26 CFR Part 301; (2) personal information provided by Citizens to establish and maintain individual user accounts requested to be established by such Citizens with OPC; and (3) aggregated transaction data and IVR and OPC Website traffic information for marketing and public company reporting purposes.
- Intellectual Property. In order that Agency may promote the Services and OPC's role in providing the Services, OPC grants to Agency a revocable, non-exclusive, royalty-free license to use OPC's logo and other service marks (the "OPC Marks") for such purpose only. Agency does not have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by OPC on the IVR or the OPC Website) or other intellectual property right of OPC. All Marks and the System and all rights therein (other than rights expressly granted in this letter) and goodwill pertain thereto belong exclusively to OPC.
- Force Majeure. OPC will be excused from performing the Services as contemplated by this letter to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond OPC's reasonable control and without its fault or judgment, including without limitation, acts of God, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks and/or delays of common carriers.
- Remedies. Agency's sole remedy in the event of OPC's failure to perform the Services in accordance with the guidelines set forth herein shall be to terminate the arrangement contemplated by this letter.

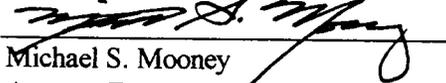
- Governing Law. The arrangement contemplated by this letter shall be governed by the laws of the State of Illinois, without regard to its principles of conflicts of laws.
- Term of Arrangement. The arrangement contemplated by this letter shall continue from the date of this letter until 10 days after such time as either OPC or Agency has notified the other party in writing of its decision to terminate this arrangement.

* * * * *

We look forward to working with you on implementing a successful credit card payments program. Kindly confirm our mutual understanding as set forth in this letter and provide us necessary deposit instructions, by signing the Electronic Deposit Instructions sheet attached. If you have any questions or concerns, please do not hesitate to call me at 860-413-9283.

Sincerely,

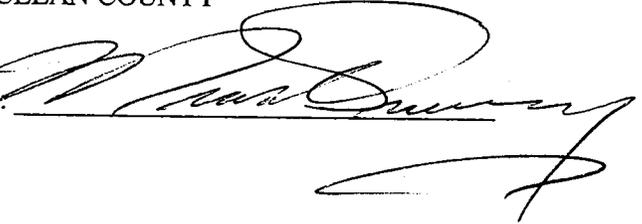
OFFICIAL PAYMENTS CORPORATION

By: 
Michael S. Mooney
Account Executive

ATTEST:


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

MCLEAN COUNTY

By: 

Member Sorensen, Chairman, presented the following:

SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

Loomis, Fargo & Co.
 ("LF&Co.")
 a Texas corporation,
 with offices at:
 212 Stillwell Street
 Bloomington, IL 61701.

and

McLean County Treasury Office
 ("CUSTOMER")
Law & Justice Center #706,
Bloomington, Illinois, 61701.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 18th day of February, 2003.

Term: Service will begin on the 1st day of March, 2003 and shall continue for a period of two (2) year(s). At the expiration of this Agreement, this Agreement shall automatically be extended for successive like periods unless terminated by either party on sixty (60) days written notice prior to the next anniversary date. CUSTOMER agrees that LF&Co. is the exclusive provider for these services for the facilities contained herein.

CUSTOMER and LF&Co. agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER'S designated, mutually agreed-upon location(s):

LF&Co BRANCH	UNIT #/ LOCATION	LIABILITY COVERAGE	SERVICE FREQUENCY	FEE for SERVICE
3375	Law & Justice Center #706	\$1,500,000/per shipment	5 days/per week (M-F)	375.00/per month
		___/per shipment	___/per week (___)	___/per month
		___/per shipment	___/per week (___)	___/per month
		___/per shipment	___/per week (___)	___/per month

Waiting Time: In the event the CUSTOMER requires additional time and LF&Co. agrees to stay, a charge of \$2.50 per one (1) minute will be assessed after the first five (5) minutes. Over fifteen (15) minutes, LF&Co. may elect to depart from the CUSTOMER'S location. Should LF&Co. be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed to fee prior to rendering service...

Research Fee: A fee of \$50.00 per hour will be charged for research of LF&Co.'s documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LF&Co.

Excess Item Handling: A fee of \$1.00 per item is assessed when the number of items or containers exceed 5 items per shipment.

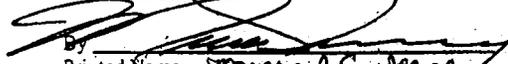
Excess Liability: A fee of \$0.25 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

If CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

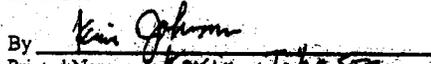
Decline

The undersigned individual, signing this Agreement on behalf of the CUSTOMER acknowledges, accepts and understands that these services are provided by LF&Co. under the attached Terms and Conditions, which CUSTOMER hereby acknowledges receiving, and further represents that he or she has the authority to sign the Agreement on behalf of, and to bind, the CUSTOMER.

CUSTOMER

By: 
 Printed Name: Michael Sorensen
 Title: County Board Chairman
 Date: 2/18/03

LF&Co.

By: 
 Printed Name: Kevin Johnson
 Title: Branch Manager
 Date: Feb 12, 2003

TERMS AND CONDITIONS

1. **Service:** LF&Co. agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LF&Co. reserves the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LF&Co. accepts sealed container(s), LF&Co. will give CUSTOMER a receipt for said sealed container(s), transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LF&Co. pursuant to this Agreement. The fee payable by CUSTOMER to LF&Co. is based upon the agreed upon liability limit(s) and level(s) of service provided by LF&Co. as stated in this Agreement. If additional or special services are required, CUSTOMER and LF&Co. agree to negotiate fees for these other services. Before these other services commence, a written amendment will be attached to this Agreement confirming these additional services. If other services are provided prior to the execution of a written amendment, the fees to be charged will be the standard fees quoted for such service by LF&Co.

2. **Billing and Payment:** CUSTOMER agrees to pay LF&Co. within fifteen (15) days of presented periodic invoices which shall include any applicable federal, state or local taxes. In addition, LF&Co. may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LF&Co. on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LF&Co. in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LF&Co. may, at its sole option, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LF&Co. of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived.

3. **Rate Adjustment:** LF&Co. reserves the right to increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s). Subject to CUSTOMER's consent, LF&Co. may adjust the fee(s) based on increased cost(s) of operations. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties. In the event that CUSTOMER refuses to consent to such adjustment, LF&Co. shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LF&Co. agrees to assume the liability for any loss, according to the terms of this Agreement of the securely sealed container(s) from the time LF&Co. signs for and receives physical custody of the sealed container(s). LF&Co.'s responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LF&Co.'s receipt. If it is impossible to complete the delivery, LF&Co. shall be responsible for any loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LF&Co.

does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LF&Co. will have no liability for any loss in any way related to such fact or circumstance.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage on the signature page. If LF&Co. shall accept tender of a shipment in excess of the Liability Coverage per Shipment Amount, CUSTOMER agrees to pay LF&Co. the excess liability fee set forth on the signature page. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Liability Coverage per Shipment Amount.**

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless LF&Co. from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LF&Co.'s custody due to a claim, demand or suit against CUSTOMER by such third party or through governmental seizure. LF&Co. agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a loss, CUSTOMER agrees to notify LF&Co. in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. CUSTOMER agrees that any loss shall be reported by CUSTOMER to LF&Co. within forty-five (45) days after the pick-up by LF&Co. of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by LF&Co. within this forty-five (45) day period, such claim shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b) The sole liability of LF&Co. (except as stated in this Agreement) in the event of a loss, from whatever cause, shall be subject to the Liability Coverage per Shipment Amount set forth in this Agreement or the Excess Liability Coverage, if not declined by the CUSTOMER.

c) Subject to the provisions of 7(b) above, CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss. LF&Co.'s liability, unless otherwise stated in this Agreement, shall be the payment to the CUSTOMER for the costs necessary to reconstruct the checks, any necessary cost because of stop-payment procedures and the face value of checks which cannot be reconstructed. The term "Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. CUSTOMER agrees in the event of a loss, that any liability of LF&Co. shall be reduced by the face value of reconstructed checks.

d) Upon the request of LF&Co., CUSTOMER will furnish a proof of loss to LF&Co. or its insurance carrier. Once reimbursement has been made to CUSTOMER, LF&Co. and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LF&Co. will not be liable for any loss or damage caused by or resulting from shortages claimed in the contents of the sealed or locked shipment(s), for consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, LF&Co. shall not be liable to CUSTOMER for failure to render service if in LF&Co.'s judgment the same may endanger the safety of CUSTOMER'S property or personnel or LF&Co.'s vehicles or employees.

b) It is further agreed that LF&Co. shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LF&Co. shall not have any liability for losses of any documentation carried by LF&Co. at CUSTOMER'S request without compensation.

d) It is further agreed LF&Co. shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LF&Co., resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack: (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power, authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force or similar means, whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, civil war, usurped power, acts of foreign or domestic terrorism, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, named storms, tornadoes, flood, fire, earthquake, imposter pick-up or delivery, air piracy, strikes, labor disturbances, or other conditions or circumstances beyond LF&Co.'s reasonable control.

9. **Disputes:** CUSTOMER and LF&Co. agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LF&Co. to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LF&Co. agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final, unappealable and binding. Judgment upon the award so rendered may be entered in any court having

jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LF&Co. will transport in any individual container will not exceed two hundred fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LF&Co. exceeds two hundred fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LF&Co. agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be mutually agreed upon in advance by the parties on a per pick-up basis, excluding Christmas Day. LF&Co. will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage:** LF&Co. reserves the right to refuse tender of a shipment in excess of the Liability Coverage per Shipment Amount as set forth in this Agreement.

14. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of ~~Texas~~ ^{ILLINOIS} without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LF&Co.; (f) may not be assigned by CUSTOMER without LF&Co.'s prior written consent; (g) may be assigned by LF&Co., provided that LF&Co. shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) may be executed in multiple counterparts, all of the same agreement which when taken together shall constitute one and the same instrument; (m) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (n) does not make either party the agent, fiduciary or partner of the other; (o) does not grant either party any authority to bind the other to any legal obligation; (p) does not intend to nor grant any rights to any third party and (q) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

Amendment to Service Agreement

Effective March 1st, 2003, the parties hereto agree that the following paragraphs shall serve to amend that certain Service Agreement, dated February 18, 2003, by and between Loomis, Fargo and Co. ("LF&Co.") and McLean County Treasury Office ("CUSTOMER") (the "Agreement").

1. The Agreement is hereby amended as follows:

CUSTOMER has elected check reconstruction coverage under the agreement and in consideration of the reduction of its service charge, CUSTOMER agrees to the following limits on LF&Co.'s liability under the Agreement. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss. The term "Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. CUSTOMER agrees that in the event of a loss LF&Co.'s liability for all lost, damaged or destroyed checks shall not exceed Ten Thousand Dollars (\$10,000) (CHECK LIMIT AMOUNT). The CHECK LIMIT AMOUNT is CUSTOMER's exclusive remedy and represents the maximum that will be paid by LF&Co. for the reasonable costs and expenses to reconstruct the checks, including but not limited to any necessary cost because of stop-payment procedures and the face value of any checks which cannot be reconstructed. For purposes of calculating the Liability Coverage per Shipment Amount or Excess Liability Coverage, the total value of the shipment shall be deemed to be the sum of the currency, coin, securities or other valuables plus the lesser of the CHECK LIMIT AMOUNT or the actual face value of all checks lost, damaged, or destroyed.

Notwithstanding anything set forth in this Amendment to the contrary, LF&Co.'s liability (except as expressly stated in the Agreement) in the event of a loss, from whatever cause, shall be limited to the Liability Coverage per Shipment Amount set forth on the Agreement's attached Exhibit(s) or the Excess Liability Coverage, if not declined by the CUSTOMER.

2. The Agreement is hereby amended as follows:

Notwithstanding anything in the agreement to the contrary, upon expiration of the initial twelve months of this agreement, the rates charged by LF&Co. for services hereunder, may be increased by LF&Co. in an amount not to exceed 4% over the previous established monthly rate.

THIS AMENDMENT shall, in no other way, alter, delete, waive or amend any other rights and responsibilities as between CUSTOMER and LF&Co. with regard to the Agreement. All other terms and conditions contained in the Agreement, except as set forth above, shall continue, without alteration, in full force and effect.

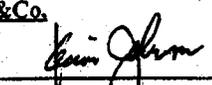
CUSTOMER

By 

Title County Board Chairman

Date 2/18/03

LF&Co.

By 

Title Branch Manager

Date February 12, 2003

Members Sorensen/Moss moved the County Board approve a Request for Approval to Enter into a Service Agreement with Loomis, Fargo & Company for Daily Delivery of Bank Deposits - County Treasurer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPOINTING AN AUTHORIZED AGENT FOR IMRF

WHEREAS, the McLean County Board is required to appoint an authorized agent for IMRF; and,

WHEREAS, the untimely death of Mr. James E. Boylan, McLean County Treasurer, requires that the McLean County Board appoint an authorized agent for IMRF; and,

WHEREAS, the authorized agent for IMRF shall have the following powers and duties:

- 1) To determine and certify to IMRF which employees are covered by IMRF;
- 2) To see that proper IMRF member contributions are withheld from employees' earnings;
- 3) To complete payroll reports and promptly forward IMRF member and employer contributions to IMRF;
- 4) To promptly forward all communications directed to members and beneficiaries by IMRF, including, member ballots for employee trustees, member statements of account, and other informational materials and bulletins;
- 5) To keep the governing body informed regarding employer contribution rates and funds required to meet participation costs, employer accounts receivable and other charges, and matters requiring governing body approval;
- 6) To assist members in filing participation papers and their beneficiaries in filing applications for retirement pensions and other benefits;
- 7) To perform other administrative duties in connection with IMRF, such as, answering members' questions and assist them in communicating with IMRF and carefully reviewing the annual statements of employer account issued by IMRF and reconciling them with the unit of government's record;
- 8) To sign all payroll reports, notices of member participation and termination, and all other forms and communication on behalf of McLean County; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on Tuesday, February 18, 2003, recommended the appointment of Ms. Rebecca McNeil, Assistant County Treasurer, as the authorized agent for I.M.R.F.; now, therefore,

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

- (1) The McLean County Board hereby appoints Ms. Rebecca McNeil, Assistant County Treasurer, as the authorized agent for IMRF.
- (2) The McLean County Board hereby assigns the following general powers and duties to the authorized agent for IMRF:
 - (1) To determine and certify to IMRF which employees are covered by IMRF;
 - (2) To see that proper IMRF member contributions are withheld from employees' earnings;
 - (3) To complete payroll reports and promptly forward IMRF member and employer contributions to IMRF;
 - (4) To promptly forward all communications directed to members and beneficiaries by IMRF, including, member ballots for employee trustees, member statements of account, and other informational materials and bulletins;
 - (5) To keep the governing body informed regarding employer contribution rates and funds required to meet participation costs, employer accounts receivable and other charges, and matters requiring governing body approval;
 - (6) To assist members in filing participation papers and their beneficiaries in filing applications for retirement pensions and other benefits;

(2)

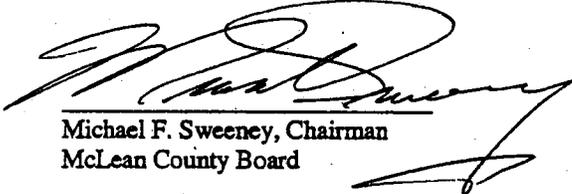
- (7) To perform other administrative duties in connection with IMRF, such as, answering members' questions and assist them in communicating with IMRF and carefully reviewing the annual statements of employer account issued by IMRF and reconciling them with the unit of government's record;
 - (8) To sign all payroll reports, notices of member participation and termination, and all other forms and communication on behalf of McLean County.
- (3) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the County Treasurer's Office, the County Administrator's Office, and the First Civil Assistant State's Attorney's Office.

ADOPTED by the McLean County Board this 18th day of February, 2003.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for Approval of Resolution Designating an Authorized Agent for IMRF - County Treasurer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is on pages 174-179.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated they had no items for action. He continued with the following: I would like to make mention of the fact that our County Officials, our County Transportation people, the City of Bloomington, and the Town of Normal have done an outstanding job taking care of the horrendous storm that we are going through. We are on the verge of having to make a special request for more salt but we will get that in good time.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001,
McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085; and,

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

WHEREAS, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

WHEREAS, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, pursuant to the provisions of the County's emergency purchase policy, the County Auditor's Office issued an emergency purchase order for the purchase of a replacement boiler; and,

WHEREAS, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

WHEREAS, the funds needed to purchase the replacement boiler were not appropriated in the Fiscal Year 2002 adopted budget for the McBarnes Building Capital Lease Fund 0350, McBarnes Memorial Building Department 0085; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, February 6, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$24,514.00 and to amend the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000			
Unappropriated Fund Balance:	\$ 0.00	\$24,514.00	\$24,514.00
 McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0450.0001			
Transfer from Other Funds:	\$ 0.00	\$24,514.00	\$24,514.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085, the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0999.0001			
Interfund Transfer:	\$ 0.00	\$24,514.00	\$24,514.00
 McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0834.0001			
Purchase of Machinery/Equipment:	\$ 0.00	\$24,514.00	\$24,514.00

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

ADOPTED by the County Board of McLean County this 18th day of February, 2003.

ATTEST:

APPROVED:



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



 Michael F. Sweeney, Chairman
 McLean County Board

McBarnes Boiler Replacement Project (Expense)
Installed: January 2003 (emergency replacement)

Compiled: 1/22/03

Connors Co

Boiler	15,700.72
LWCO #61 & 150	638.65
Pipe	306.95
Fittings	185.64
Fittings	145.70
Fittings	32.40
Fittings	15.11
Fittings	3.06

Total 17,028.23

Kirby Risk Electric Supply Co

Electrical supplies	33.25
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Total 33.25

Clark and Barlow

Materials invoices	25.48	
"	"	50.50
"	"	7.62
"	"	11.43
"	"	10.85
"	"	19.16
"	"	4.04
"	"	3.68
"	"	16.48
"	"	35.39
"	"	9.72
"	"	6.00
"	"	104.44
"	"	48.30
"	"	1.35
"	"	1.55
"	"	6.71
"	"	60.12

Total 422.82

South Side Supply Co

Water safety 212.94

Total 212.94

RP Lumber Co

Installation supplies 21.20

" " 12.33

" " 11.99

" " 50.91

" " 55.92

Total 152.35

Lowes

Temporary heaters 366.46

Framing 77.02

" 100.67

" 49.98

Total 594.13

Wherrys Welding

Cut 2" Pipe and thread 157.73

Weld 8" flange and pipe 672.92

Bar stock shims 32.52

Total 863.17

Sears

Fan Gauge 6.99

Total 6.99

Total expense to date 19,313.88

Estimated burner costs 5,200.00 "This will cover all expenses for new burner"

Project Total 24,513.88

Members Bostic/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance to Fund Emergency Replacement of McBarnes Memorial Building Steam Boiler - Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, County Board Department 0001, McBarnes Building Capital Lease. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041**

WHEREAS, the McLean County Board, on November 19, 2002, 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 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Law and Justice Center Program 0050; and,

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

WHEREAS, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

WHEREAS, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

WHEREAS, the Facilities Management Department 0041, Law and Justice Center Program 0050 incurred significant overtime expenses during the installation of the replacement boiler; and,

WHEREAS, the additional overtime expenses to install the new boiler at the McBarnes Building were not anticipated or budgeted in the fiscal year 2003 adopted budget for the Facilities Management Department 0041, Law and Justice Center Program 0050; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, February 6, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$5,541.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000			
Unappropriated Fund Balance:	\$ 0.00	\$5,541.00	\$5,541.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Law and Justice Center Program 0050 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0050-0526.0001			
Overtime Pay:	\$35,000.00	\$5,541.00	\$40,541.00

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

ADOPTED by the County Board of McLean County this 18th day of February, 2003.

ATTEST:

APPROVED:


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


 Michael F. Sweeney, Chairman
 McLean County Board

McBarnes Boiler Replacement Project (Labor)

Date	Worker	Work performed	Hours	Hours	Hourly rate	Total
1-12-03	Tom	Reinforced sagging ceiling	12:00PM- 4:00PM	4 X	38.29	153.16
1-12-03	John	" " "	12:00PM -4:00PM	4 X	24.00	96.00
1-12-03	Mike A	" " "	12:00PM-5:00PM	5 X	20.16	100.80
1-13-03	Tom	Boiler delivery	4:30 PM-7:30PM	3 X	38.29	114.87
1-13-03	John	" " "	" "	3 X	24.00	72.00
1-13-03	Mike A	" " "	" "	3 X	20.16	60.48
1-13-03	Mike Y	" " "	" "	3 X	19.71	59.13
1-13-03	Les	" " "	" "	3 X	20.16	60.48
1-13-03	Wayne	" " "	" "	3 X	17.37	52.11
1-13-03	Tim	" " "	4:30PM-6:30PM	2 X	16.23	32.46
1-13-03	Mike S	" " "	4:30PM-5:30PM	1 X	16.30	16.30
1-13-03	Ralph	" " "	4:30PM-5:30PM	1 X	18.75	18.75
1-14-03	Tom	Electrical prep and schematic	4:30PM-9:30PM	5 X	38.29	191.45
1-15-03	Tom	Burner prep	4:30PM-9:00PM	4.5 X	38.29	172.30
1-16-03	Tom	Plumbing prep #61–LWCO	4:30PM-10:30PM	6 X	38.29	229.74
1-17-03	Tom	Demo/set cast sections	4:30PM-2:30AM	10 X	38.29	382.90
1-17-03	John	" " "	" "	10 X	24.00	240.00
1-17-03	Mike A	" " "	" "	10 X	20.16	201.60
1-17-03	Les	" " "	" "	10 X	20.16	201.60
1-17-03	Tony	" " "	" "	10 X	16.23	162.30
1-17-03	Mike Y	" " "	4:30PM-9:30PM	5 X	19.71	98.55
1-17-03	Bill	" " "	" "	5 X	16.56	82.80
1-17-03	Tim	" " "	" "	5 X	16.23	81.15
1-17-03	Mike S	" " "	" "	5 X	16.30	81.50
1-17-03	Wayne	" " "	" "	5 X	17.37	86.85
1-17-03	Ralph	" " "	4:30PM-11:00PM	6.5 X	18.75	121.87
1-18-03	Tom	Plumbing/electrical/saftevs/skiming	5:00AM- 2:30AM	21.5 X	38.29	823.23
1-18-03	John	" " " "	8:30AM- 2:30AM	18 X	24.00	432.00
1-18-03	Mike A	" " " "	8:00AM- 2:30AM	18.5 X	20.16	372.96
1-18-03	Tony	" " " "	11:00AM-9:30PM	10.5 X	16.23	170.41
1-18-03	Les	" " " "	6:00PM-9:30PM	3.5 X	20.16	70.56
1-19-03	Tom	Skimming / saftey/ Burner claibration	8:00AM-1:00PM	5 X	38.29	191.45
1-19/03	John	" " "	8:00AM- 11:30AM	3.5 X	24.00	84.00
1-20-03	Tom	Skimming	9:00AM-11:00 AM	2 X	38.29	76.58
1-20-03	John	" " "	7:00PM-9:00PM	2 X	24.00	48.00

Total hours 216.5 Total labor 5,440.34

Members Bostic/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Facilities Management 0041. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**AN ORDINANCE AMENDING AN ORDINANCE ADOPTING AND ENACTING
RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY
PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT
OF SAID ORDINANCE AND THE FIXING OF PENALTIES FOR ITS VIOLATION**

**AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE
PARKS**

BE IT ORDAINED by the County Board of McLean County now in regular session that the aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.21-1 to read as follows:

35.21-1 Campsite fees. The fees for the use of campsites are hereby established as follows:

(A) For campsites, daily fees for parties of a maximum eight individuals shall be ~~\$9.00~~ \$10.00 for Residents of McLean County and ~~\$11.00~~ \$12.00 for non-residents of McLean County on primitive sites and ~~\$12.00~~ \$13.00 for residents of McLean County and ~~\$14.00~~ \$15.00 for non-residents of McLean County on electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party.

(B) The fee for campsite reservations shall be 6.00 per campsite in addition to the deposit of one daily fee for such campsite. The reservation fees shall not be refunded, however, an alternative reservation may be made if the reservation is cancelled at least one day in advance of the date for which the reservation is made.

Amend subsection 35-21-2 to read as follows:

35.21-2 Watercraft registration fees. The fee for the registration of each watercraft that is operated or anchored on Evergreen Lake shall be as follows:

	McLean County Residents	Non-Residents of McLean Co.
Calendar year, 1/1- 12/31	\$20.00 <u>\$35.00</u>	\$26.00 <u>\$45.00</u>
One day only	\$7.00 <u>\$12.00</u>	\$9.00 <u>\$16.00</u>

Amend subsection 35-21-4 to read as follows:

35.21-3 Boat Concession Fees. The fees for rental of watercraft and related equipment shall be:

Canoes	\$5.00 <u>\$6.00</u> per hour or \$12.00 for operating day or overnight
Rowboats	\$7.00 per hour or \$21.00 for operating day or over night
Paddleboat	\$4.50 <u>\$5.00</u> per hour
Sailboat	\$8.00 per hour
Seasonal Dock Mooring	<u>\$200.00 McLean County Resident /\$300.00 Non-Resident of McLean Co.</u>

Amend subsection 35-21-5(A) to read as follows:

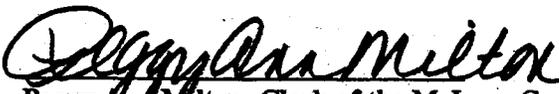
35.21-5(A) The Fee for the reserved use of designated picnic shelters in County Parks and Recreation Areas as permitted in Section 35.19-1 herein shall be as follows for each day reserved:

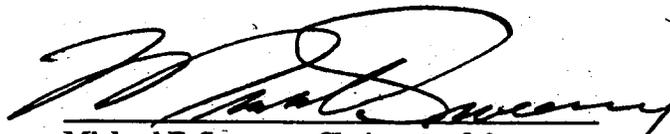
	McLean County Residents	Non-Residents of McLean Co.
Maple, White Oak, West Park Shelters Only		
One Shelter for use of 25 or fewer persons	\$25.00	\$30.00 <u>\$35.00</u>
All Shelters		
One Shelter for use by 0 through 50 persons	\$35.00	\$40.00 <u>\$45.00</u>
One Shelter for use by 51 through 100 persons	\$50.00	\$60.00 <u>\$65.00</u>
Two Shelters for use by 201 through 300 persons	\$125.00	\$150.00
One Shelter for use by 0 through 50 persons	\$150.00	\$175.00
<u>Special Use Picnic Area Permit</u>	<u>\$25.00</u>	<u>\$35.00</u>

This amendment shall become effective and in full force February. Adopted by the County Board of the County of McLean, Illinois, this 18th day of February, 2003

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman of the McLean County Board

Members Bostic/Renner moved the County Board approve a Request for Approval of an Ordinance Amending Certain Fees and Enacting Rules and Regulations Pertaining to the Public Use of all County Parks and Recreation Areas. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION ORDINANCE
Amending the McLean County Fiscal Year 2003
Combined annual Appropriation and Budget ordinance
Parks and Recreation Department 0040

WHEREAS, the McLean County Board, on November 19, 2002, 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 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003: and;

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operation budget for the Parks and Recreation Department 0040; and,

WHEREAS, the Property Committee, on Tuesday February 18, 2003, approved and recommended to the County Board a fee ordinance amendment for watercraft registration at Evergreen Lake and

WHEREAS, the Property Committee, on Tuesday February 18, 2003, approved and recommended that an Emergency Appropriation be approved to reflect the necessary budget amendments relative to implementation of such fees, now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to subtract from the appropriated budget of the Parks and Recreation Department, Department 0040 the following amounts

	2003 Approved	(Subtract)	2003 Amended
0001-0040-0043-0410.0050	\$ 68,000	\$4,000	\$ 64,000

2. That the County Auditor is directed to subtract from the appropriated budget of the General Fund 0001, Parks and Recreation Department, Department 0040 the following appropriation:

	2003 Approved	(Subtract)	2003 Amended
0001-0040-0043-0516.0001 Occasional/Seasonal Employees	\$ 34,876	\$ 1,800	\$ 33,076
0001-0040-0043-0629.0001 Printed Materials	\$ 2,000	\$ 1,000	\$ 1,000
0001-0040-0043-0701.0001 Advertising	\$ 1,500	\$ 1,200	\$ 300

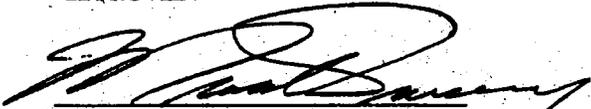
3. That the County Clerk shall provide a certified copy of the ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Parks and Recreation.

ADOPTED by the McLean County Board of McLean County this 18th Day of February, 2003.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, Parks and Recreation Department 0040. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is on pages 200-210.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had nothing to discuss this morning.

OTHER BUSINESS AND COMMUNICATION:

Member Renner stated the following: I would like to clarify what was said in terms of the appointment of the Treasurer. The March 7, 2003 deadline is for the submission of applications and then the candidates will appear before the Executive Committee on March 11, 2003. Will they appear before the Board on March 18, 2003, or is that when you will make your recommendation? Chairman Sweeney answered: that is when the recommendation is presented to the full Board.

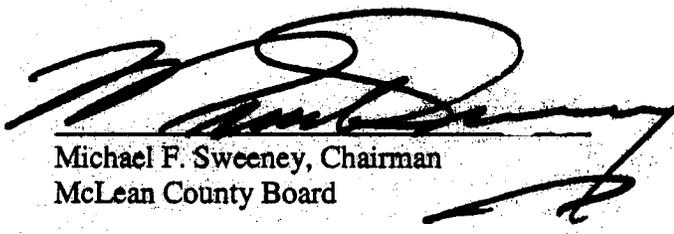
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 18, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$237,455.03	\$237,455.03
Finance		\$319,614.24	\$319,614.24
Human Services		\$277,901.07	\$277,901.07
Justice		\$1,185,957.55	\$1,185,957.55
Land Use		\$31,679.48	\$31,679.48
Property		\$285,608.41	\$285,608.41
Transportation		\$173,076.09	\$173,076.09
Health Board		\$339,991.24	\$339,991.24
Disability Board		\$45,414.08	\$45,414.08
T. B. Board		\$12,312.56	\$12,312.56
Total		\$2,909,009.75	\$2,909,009.75



Michael F. Sweeney, Chairman
McLean County Board

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

Members Selzer/Bostic moved for adjournment until Tuesday, March 18, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:17 a.m.

Michael Sweeney
County Board Chairman



Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of February, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 6th day of March, 2003.



Peggy Ann Milton
McLean County Clerk