



Property Committee Agenda
Room 400, Government Center
Thursday, July 2, 2009
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – June 4, 2009
3. Departmental Matters:
 - A. Matt Riehle, Nursing Home Administrator
 - 1) Items to be Presented for Action:
 - a) Request Approval to continue the Nurse Call Replacement by DM Mattson, 200-400 Wings of the Nursing Home 1-2
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Natural Gas Contract with Vanguard Energy 3-8
 - 2) Items to be Presented for Information:
 - a) Bloomington Municipal Credit Union Disaster Plan 9-11
 - b) General Report
 - c) Other
 - C. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Action:
 - a) Request Approval to grant an Access Easement to Robert and Esther Shaw 12-14
 - 2) Items to be Presented for Information:
 - a) General Report 15
 - b) Other

4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment

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To: McLean County Board and Property Committee
From: Matt Riehle, Nursing Home Administrator
Eric Kline, Nursing Home Maintenance Supervisor
Date: June 23, 2009
Subject: Nurse Call Replacement, 200 – 400 Wings

Scope:

This project is a continuation of the 300 wing nurse call replacement in 2008. To have a system that can network with the existing system we specified the West-Call Novus system as installed in the 300 wing. There is only one contractor that is allowed to sell and install the West-Call product in this area, DM Mattson. We did extensive research and analysis prior to our original decision to proceed with the West-Call Novus system.

Since there was only one contractor that could provide the required product we did not print a public notice. A pre-bid meeting was held on April 10, 2009 at 2:00PM with Jerry Thomas from DM Mattson and bid submittal deadline was April 24, 2009.

The bid came in higher than expected, we then requested that DM Mattson review their bid and give explanations why the bid is higher than expected. Their explanation for the increased costs were due to a rise in labor and material costs and that they underbid the first phase and added additional hours to this phase. In an effort to control costs the Nursing Home will purchase the pillow speakers directly from the manufacturer. We have also moved two significant capital improvement projects into following years budgets to ensure that we have sufficient resources to fully cover any expense.

Budgeted Amount:	\$ 95,000.00
DM Mattson Base Bid #1	\$115,545.00
Pillow Speakers by NH	\$ 9,000.00
Alternate #5	\$ 1,382.00 addition of speakers audio call notification

Recommendation:

It is our recommendation that DM Mattson be awarded the amount of \$115,545.00 to install the West Call Novus nurse call system to 200 and 400 wings with an addition of Alternate #5 in the amount of \$1,382.00 for speakers audio call notification, and Crest Health Care \$9,000 for pillow speakers for a total of \$125,927.00.

Respectfully Submitted,

Matt Riehle

June 19, 2009

Eric Kline
McLean County Nursing Home
901 N. Main St.
Normal, IL 61761

Dear Eric,

Thank you for the opportunity to quote the Nurse Call System Phase II and III.
Our payment terms for this project are as follows:

- Payment for equipment shall be made Net 10 upon delivery date
- Labor for project will be invoiced in two separate billings. When the first 50% of the job is completed and the second and final bill once job is completed in full

We appreciate your business and look forward to working with you again.

Sincerely,

Kim Mattson



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: June 18, 2009

Subj: Natural Gas Contract

On September 1, 2007, McLean County entered into a two-year Rate-74 natural gas supplier contract with Vanguard Energy Services, which expires on August 31, 2009, for eight County operated facilities. These facilities include:

McLean County Law and Justice Center	McLean County Health Department
McLean County Museum of History	McLean County Highway Department
Fairview Building	McLean County Nursing Home
McLean County Juvenile Detention Center	Government Center

NICOR Gas owns and operates the natural gas pipelines which "transports" natural gas to customers. Distribution charges are incurred each month from NICOR Gas while gas supply charges are incurred each month from the gas supplier.

A customer can buy gas from NICOR Gas, using them as the gas supplier, however the cost per therm would be the highest price available because the cost per therm would be the cost of gas at the Citygate in Chicago. Therefore, it behooves any commercial gas customer to buy gas from another source, ie. a natural gas supplier who literally buys gas in billions of therms. Under our Rate 74 plan with NICOR Energy, all gas meters are read electronically by the gas supplier via a modem and phone line.

You will recall that in 2007 we solicited proposals from the four main gas suppliers authorized to sell gas in our area. Vanguard Energy had the lowest proposal. There were problems with the other gas suppliers in that they either could not manage our account without risk of penalties for gas storage if the market changed; their monthly service fees were almost three times higher than Vanguard; or they offer a Rider 25 program only.

Page two

Additionally, other gas suppliers desire a fixed rate only, do not offer a Rate 74 plan, and provide severe penalties for storage if the market is caught short.

We have negotiated a new two-year contract with Vanguard at the same rates as the current contract. Vanguard's contract proposes "a variable rate (VMI) equal to \$0.01 per therm above the actual weighted average cost of gas (WACOG)" and a service fee of \$00.00 per month".

Attachment #1 shows the cost of natural gas since May 1999. Attachment #2 shows a comparison of buying natural gas from NICOR vs. buying natural gas from this gas supplier, a savings of \$47,129.00 these past two years, a savings of 6.792%.

Ms. Hannah Eisner, civil assistant state's attorney, has reviewed the enclosed proposal and states it is consistent with other County contracts for similar services.

We have budgeted our natural gas supplier costs for the Recommended FY 2010 McLean County Budget consistent with these cost rates.

We therefore request and recommend approval of the enclosed natural gas supplier contract.

Thank you for your kind consideration of this matter.

JEM:
Enclosures

Cc: Ms. Hannah Eisner, Civil Assistant State's Attorney



Vanguard Energy Services, L.L.C.
850 East Diehl Road Suite 142
Naperville, IL 60563
Phone: (630) 955-1500 Fax: (630) 955-0989

June 2, 2009

Mr. Jack Moody
Facilities Manager
McLean County Government
104 West Front Street
PO Box 2400
Bloomington, IL 61702-2400

Dear Jack:

It has been a pleasure providing you with natural gas services. Vanguard Energy Services and I thank you for your continued business.

The pricing Vanguard Energy will provide McLean County Government for the term of September 2009 through August 2011 is equal to the price since September 2003, which is the VMI Index plus \$0.01 per therm. The service fee will remain at \$0.00 per month.

As usual, we assessed and processed the volumes through a "weather normalizing" model to reflect updated usage for the existing facilities.

McLean County Government is continuing on the path of saving with Vanguard Energy's program versus the commodity costs of Nicor Gas as displayed in the "Cost Comparison Spreadsheet".

Please call me with any questions or comments on this information. Thanks again for your continued business.

Sincerely,

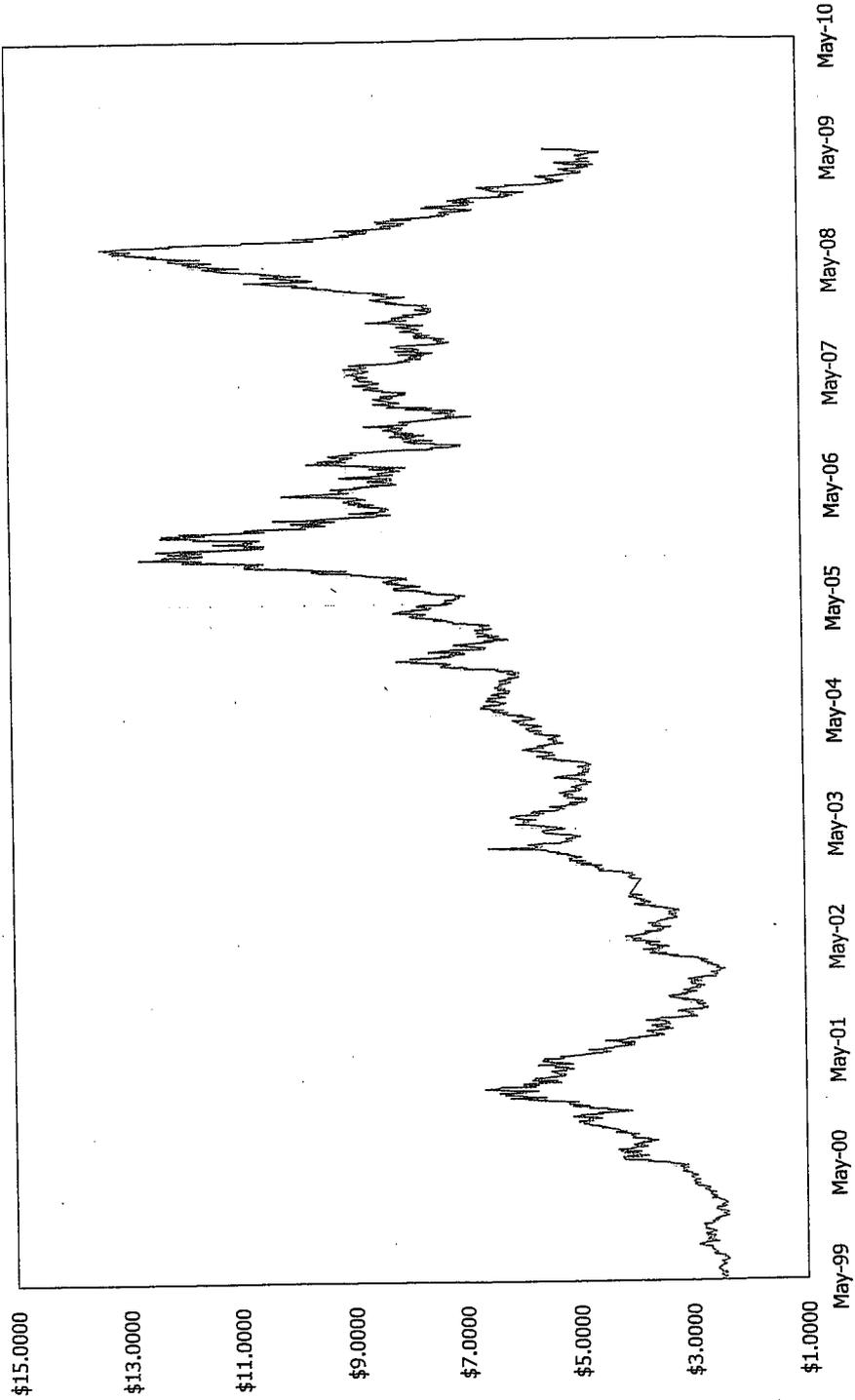
A handwritten signature in cursive script that reads "Joe Cooper".

Joe Cooper
Account Executive



850 East Diehl Road, Suite 142
Naperville, IL 60563
Office 630-955-1500 Fax 630-955-0989

Nymex Natural Gas 12-Month Strip



Confidential and Proprietary information of Vanguard Energy Services



Vanguard Energy Services, L.L.C.
 850 East Diehl Rd, Suite 142
 Naperville, IL 60563
 Phone: (630) 955-1500
 Fax: (630) 955-0989

McLean County Government
Cost Comparison Spreadsheet
Nicor Gas (GSC) versus Vanguard Energy Services

Month	Monthly Usage	Nicor (GSC)		VES	
		Cost Per Therm	Total Cost of Gas	Cost Per Therm	Total Cost of Gas
Jan-08	85,450	\$ 0.7723	\$ 65,993	\$ 0.7421	\$ 63,414
Feb-08	79,566	\$ 0.8723	\$ 69,406	\$ 0.8319	\$ 66,188
Mar-08	65,513	\$ 0.9723	\$ 63,698	\$ 0.9492	\$ 62,181
Apr-08	44,162	\$ 0.9922	\$ 43,817	\$ 0.9707	\$ 42,869
May-08	29,545	\$ 1.2423	\$ 36,704	\$ 1.0951	\$ 32,354
Jun-08	19,615	\$ 1.2322	\$ 24,170	\$ 1.1816	\$ 23,176
Jul-08	28,714	\$ 1.4522	\$ 41,699	\$ 1.2474	\$ 35,819
Aug-08	26,972	\$ 1.0822	\$ 29,189	\$ 0.8911	\$ 24,035
Sep-08	24,982	\$ 0.8423	\$ 21,042	\$ 0.8131	\$ 20,313
Oct-08	45,860	\$ 0.8123	\$ 37,252	\$ 0.7132	\$ 32,707
Nov-08	63,395	\$ 0.7723	\$ 48,960	\$ 0.6313	\$ 40,020
Dec-08	86,640	\$ 0.6522	\$ 56,506	\$ 0.6856	\$ 59,398
Jan-09	99,012	\$ 0.6511	\$ 64,466	\$ 0.6304	\$ 62,413
Feb-09	72,687	\$ 0.5714	\$ 41,534	\$ 0.4955	\$ 36,018
Mar-09	63,806	\$ 0.4313	\$ 27,520	\$ 0.4059	\$ 25,902
Apr-09	50,852	\$ 0.4313	\$ 21,932	\$ 0.3924	\$ 19,952
Total	886,770	0	\$ 693,888		\$ 646,760
Average		0	0.7825		0.7293

Savings with VES:	\$ 47,129
	6.792%

Confidential and Proprietary Information of Vanguard Energy Services, L.L.C.



This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and **McLean County Government** ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of **September, 2009** and extend through the last day of **August, 2011**, or for each Facility listed on Exhibit B, upon that Facilities first utility billing cycle immediately thereafter. This Exhibit A shall automatically renew for subsequent one (1) year periods unless either Party provides the other Party with written notice of its intention to terminate this Exhibit A, no less than sixty (60) days prior to the end of the then effective term, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 2028 dated July 22, 2003 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive 100% of contracted volumes listed below and delivered by Vanguard Energy Services to Customer's LDC for Customer's facilities as listed within Exhibit B, attached hereto.

1. COMMODITY PRICING: Monthly commodity price during the Term of this Agreement shall be priced at **\$0.01** per therm above the Vanguard Market Index for the applicable contracted volumes listed below, notwithstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customers monthly natural gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to **\$0.01** per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at **\$0.01** per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools.

Any natural gas delivered after the VMI pricing period without execution of a new Exhibit A will be priced per the terms of the Master Energy Services Agreement.

2. LOCAL GAS DISTRIBUTION UTILITY CHARGES: Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.

3. VANGUARD ENERGY SERVICES SERVICE FEE: \$0.00 monthly.

4. TAXES: All applicable taxes.

5. LDC: Nicor

6. VOLUMES: The Customer's contracted (indexed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	81,130	FEB	67,980	MAR	57,410	APR	41,110
MAY	31,250	JUN	22,160	JUL	21,370	AUG	19,560
SEP	24,430	OCT	45,780	NOV	56,520	DEC	72,900

7. MISCELLANEOUS: In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Exhibit A to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUARD ENERGY SERVICES, L.L.C.

CUSTOMER: McLean County Government

Signed: _____
 By: _____
 Title: Managing Partner
 Date: _____

Signed: _____
 By: _____
 Title: _____
 Date: _____



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry L. Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: June 22, 2009

Subj: **Bloomington Municipal Credit Union Disaster Plan**

Kathy Woosley, Manager and CEO of the Bloomington Municipal Credit Union, 602 S. Gridley, Bloomington, Illinois (hereinafter BMCU) has approached McLean County with a request for a temporary office location at Government Center in the event of a disaster at their main office. This request is entirely for their Disaster Manual. She has explained that they are required by credit union banking regulations to document an emergency temporary location in the event of a disaster to their physical plant. A disaster is defined as an event that prohibits operating out of their current office which necessitates the need of a temporary location while building repairs are made or a new permanent location is being discovered.

On June 22, 2009, Ms. Woolsey and I met with Ms. Becky McNeil, McLean County Treasurer, on the first floor of Government Center. The County Treasurer, as you may recall, has a small two-window tax collection office located on the south end of the first floor of Government Center which is open to the public for convenient tax paying for a week in June and week in September each year. Otherwise, this teller window office is not used. Ms. McNeil has no objection to the BMCU documenting the possible availability of this teller window office in the event of a disaster. No agreement is requested by BMCU or the County at this time. This is merely the possibility of this space being used by BMCU in the event of a disaster at their credit union office.

Facilities Management and the County Treasurer bring this to your attention only as an information item at this time because no formal agreement is being negotiated. We would like to inform BMCU that McLean County does not object to mentioning the first floor tax collection office of the McLean County Treasurer in their disaster manual as a possible temporary location. Neither BMCU nor any banking regulations require a lease agreement at this time or a signed letter of understanding.

Request Approval of Bloomington Municipal Credit Union Disaster Plan
June 22, 2009
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BMCU understands that, in the event of a declared disaster to the physical plant and in the event that the County Treasurer has this teller window office space available for a temporary office location, all costs, including but not limited to, teller equipment, safes, vaults, data and phone lines, security, alarm systems, office furniture, and credit unit staff will be costs entirely born by BMCU. Further, it is understood by BMCU that a formal office space agreement will need to be entered into to cover all liability needs of Mclean County should BMCU be granted permission to use this space as an emergency temporary location in the future. BMCU understands that there is no guarantee the space will be available for their use and the County reserves the right to use this space as it sees fit.

For your convenience a copy of the first floor office plan of Government Center is attached showing this location.

We have sent a copy of this request to Ms. Hannah Eisner, Civil Assistant State's Attorney, for her kind review and comment.

We are pleased to answer any questions you may have regarding this matter.

Thank you.

JEM:

Cc: Ms. Hannah Eisner, Civil Assistant States Attorney
Honorable Becky McNeil, McLean County Treasurer



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

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation 

DATE: 06/24/09

RE: Robert and Esther Shaw Access Easement

Approximately ten years ago there was a portion of land, just outside of the park boundaries, on the west/southwest side of COMLARA Park near the spillway where there were some residences built. These tracts of land had become landlocked when the City of Bloomington purchased property for Evergreen Lake. Therefore these easements were granted to people to provide access routes to these tracts of land. These access routes cross park lands to these tracts and in order to deter further development in the area the easements were restricted to provide access to one single family residence or for agricultural purposes.

Robert and Esther Shaw own property that was landlocked by the park. The Shaw's constructed a lane to their property without getting a formal grant of easement. Late last year an individual by the name of Jim Lavender purchased the tract of land next to the Shaw Tract. This tract of land already had a legally granted easement in place. Mr. Lavender wanted to get electricity to his tract of land. To do this Cornbelt Electric could provide this service one of two ways. They could either run overhead power lines through the park land or run an underground line from the Shaw Property to the Lavender Property. Mr. Shaw agreed to let Cornbelt Electric tap into his underground line and run it to Mr. Lavender's property if he could get a legally granted access easement for his tract of land. The Park's Department would like to have the underground electricity installed instead of the overhead electric lines and poles. Installation of these poles and lines would require cutting down several trees within the park boundaries, and would not be aesthetically pleasing in a natural park resource environment. Therefore, the Park's Department feels like this is an equitable trade-off and would like to recommend the grant of this legal twenty foot wide access easement to Robert and Esther Shaw under the same terms as the easements that have been granted to other property owners.

Attached: Grant of Easement & Map

GRANT OF EASEMENT

The County of McLean does hereby grant unto Robert S. and Esther S. Shaw, trustees, or their successors dated December 15, 1989 of the town of Hudson, Illinois, State of Illinois the following described easement, which easement is further depicted and described on the map attached hereto as exhibit A and incorporated herein by reference, over and across a part of the Northwest quarter of Section 12 of Township 25 North, Range 1 East of the Third Principal Meridian, in Woodford County, Illinois and being more particularly described as follows:

See schedule attached hereto entitled "Description of Access Easement To Shaw Property" which is incorporated herein by reference

This easement is granted for the limited and exclusive purpose of Grantee ingress and egress from the property legally described as follows,

Lot 2-S per plat recorded on August 3, 1993 in Plat Book 38, Page 84, Woodford County as described as: A part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 25 North, Range 1 East of the Third Principal Meridian, the center line of a 20 foot wide easement for ingress and egress is more particularly described as follows: Commencing at the Southwest Quarter of Lot No. 2-S; thence South 90°-00'-00" East along the South line of said Lot No. 2-S a distance of 87.35 feet to the point of beginning of the center line to be described; thence South 28°-40'-41" West, a distance of 130.75 feet; thence South 12°-29'-45" East, a distance of 213.56 feet; thence South 3°-06'-39" East, a distance of 494.09 feet; thence South 33°-27'-19" East, a distance of 61.40 feet to a point on the Northwesterly right of way line of County Highway # 8 and the end of said centerline.

This easement shall remain in effect until such time as Grantee or Grantee's heirs, successors, and assigns subdivide all or any part of said property or use said property for anything other than agricultural or residential purposes, to the extent such property may be used for residential purposes without sub dividing it and with the limitation that the Grantee may erect no more than one residence on said property.

Grantee shall have sole responsibility for clearing and surfacing the easement area and maintaining same. Grantor agrees to keep five (5) feet on either side of the easement area free of any obstruction which would prevent or inhibit the passage of machinery across the easement area.

This grant of easement shall be binding upon and inure to the benefit of the Grantee's heirs, successors, and assigns.

ADOPTED by the McLean County Board this 21st day of July, 2009.

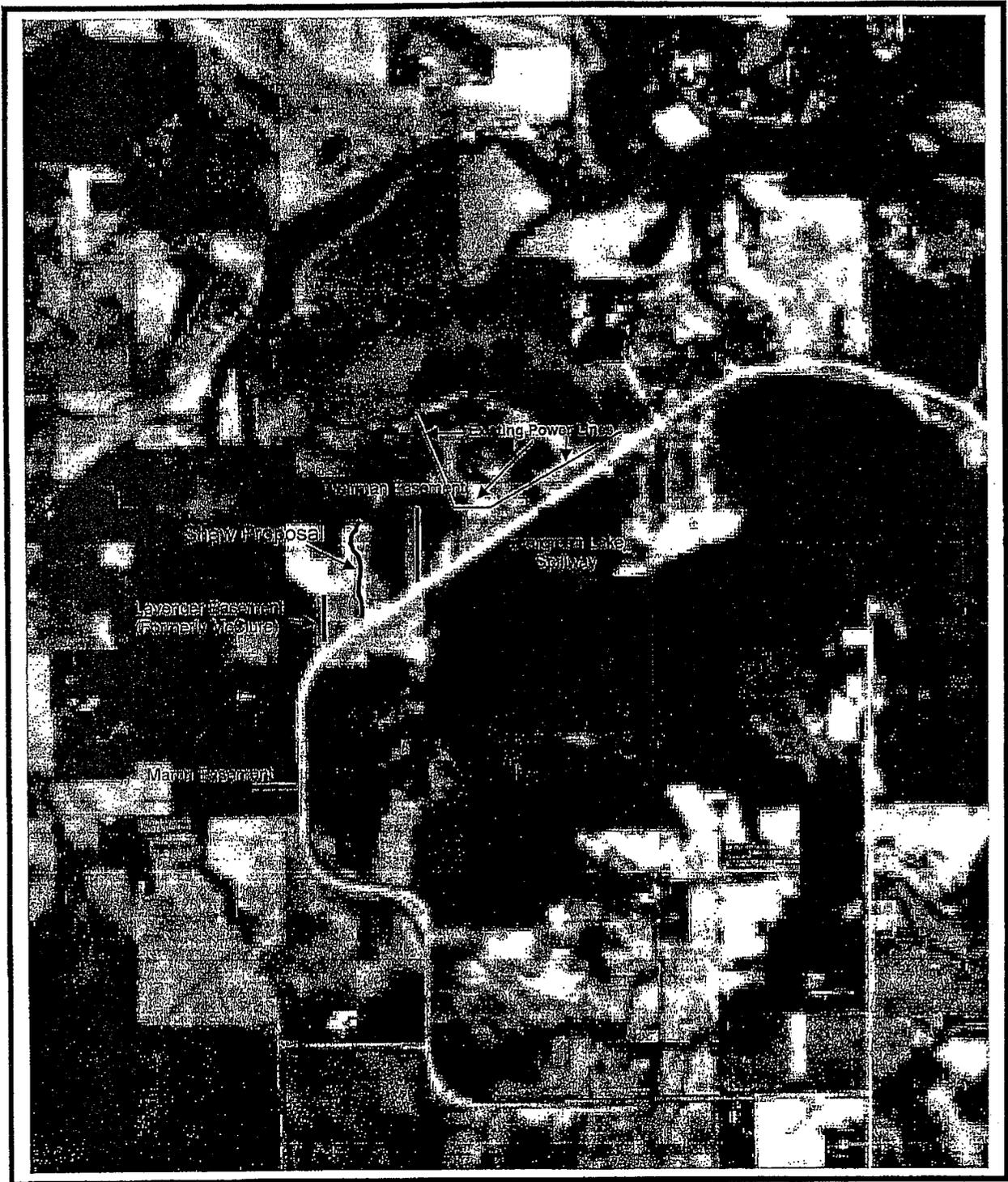
ATTEST:

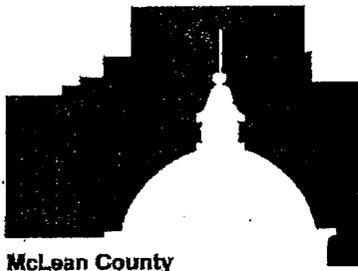
APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

COMLARA Park/Evergreen Lake Easement Map (Exhibit A) West/Northwest Boundaries





McLean County

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

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 06/25/09

RE: General Report

Parks Usage – YTD as of 06/25/09

	2009	2008	2007	2006	2005	2004	2003	2002	2001
<u>Camping Nights</u>	3503	3477	3506	3379	3113	3119	3374	2955	3350
<u>Watercraft Registration</u>									
Annual	1057	991	1238	1206	967	794	813	1086	1132
Daily	169	148	186	289	161	142	159	200	253
<u>Boat Rental</u>									
½ hour Paddleboat	201	208	190	159	194	251	293	244	127
Hourly Canoe	159	103	128	145	127	117	181	183	107
Rowboat	74	54	96	83	85	50	89	101	75
Daily Canoe	38	14	32	36	31	33	43	43	32
Rowboat	99	79	83	77	58	86	98	73	45
<u>Shelters Reservations</u>	65	68	56	52	66	51	45	47	48
<u>Equine Registrations</u>									
Daily	0	0	5	41	74	7	5	45	60
Family	1	1	0	3	1	1	1	1	1
Individual -Annual	8	6	4	8	3	2	5	2	5

Additional County Parks Activities

June 6	Tri-Shark Triathlon	Participants – 614
June 13	Beach Blow-out Activity	Attendance – 250
June 15-27	Cub Scout Day Camp	Participants – 400 (Est.)
June 18	Bloomington P/R Day Camp	Participants – 101
June 20	Host Site – Lance Armstrong’s BIKESTRONG Bike Ride	Participants – 210
June 22-26	Normal P/R Day Camp/Ecology Action Center	Participants – 14/Day

Hosted 5 Fishing Tournaments at Evergreen Lake during June including a Relay For Life Bass Fishing Tournament