

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

July 21, 2009

*Subject to approval at  
August 18, 2009  
County Board Meeting*



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**July 21, 2009**

The McLean County Board met on Tuesday, July 21, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

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

Members Sondra O'Connor, Benjamin Owens, Bette Rackauskas, Erik Rankin, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, William Caisley, Don Cavallini, Stan Hoselton, John McIntyre, Duane Moss, Robert Nuckolls, and Matt Sorensen.

**The following Members were absent:**

Members Tari Renner, Cathy Ahart, Diane Bostic, John Butler, and George Gordon.

Public Hearing called to order at 9:00 a.m.

Chairman Sorensen stated: This is a Public Hearing concerning a Capital Assistance Grant application for improvements to McLean County non-urban public transportation service in DeWitt, Ford, Iroquois, Livingston, and McLean Counties for the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation in pursuant to the Capital Grants Program. The project is generally described as follows: To purchase two super medium duty, 22 passenger each and one medium duty, 14 passenger para-transit vehicles to be used in the provision of rural transportation. The total cost of the vehicles is projected at \$255,000. To purchase bus radios and computers to be used in the provision of rural transportation, the total cost of the bus radios is projected at \$40,000 and the total cost of computers is projected at \$10,000. Are there any speakers from the public for this Grant application? Are there any speakers opposed to this Grant application? Seeing no requests to present information or to speak, this public hearing is now closed.

Regular Meeting called to order at 9:04 a.m.

Appearance by Members of the Public and County Employees

Chairman Sorensen: This is perhaps one of those awkward positions that I am in now. I'll step to the podium and explain. Despite tradition Jackie Dozier asked us not to do anything, say anything, recognize her in any way. I think the exact quote as I heard about it was "the taxpayers of McLean County don't need to pay for any stupid plaque for me". While trying to honor her request to not be recognized in any way or spend any money on it, I gave the Administrator's Office seven cents for a piece of paper and I wrote a letter. I'd like to take just a minute to read Jackie the letter. Jackie come on up here for a minute, will you? This is one of those bad spots because I'm defying her specific request, but at the same time I think it is really appropriate.

Jackie, during your tenure as the McLean County Auditor, your office has seen dramatic change including two major revisions to the government accounting standard intended to make government reporting more transparent to the public. In addition to those challenges, you also successfully implemented the internal audit process in your office; you started proactively conducting process and financial audits throughout the County over the past several years. These efforts have contributed directly to a series of clean audits conducted by two different auditor firms during the time you have run this office. Jackie you have been a good business partner to McLean County Board and a trusted servant to the citizens of McLean County. There is no doubt that you have redefined what we expect of our internal controls and accounting processes. Your advice and counsel to the County Board has been insightful, actionable, and critical to the development of policies that protect the interest of the taxpayers in McLean County. The fact that not many people in McLean County have had an occasion to know very much about you or your office is in fact a testimonial to the outstanding job you have done for the people of McLean County. I wish you the best for a long and adventuresome retirement.

Ms. Dozier stated: I told Terry I was going to do a lot of kissing, everybody is great and whatever. What I am going to say is I've had three people in my office that I want to recognize, that have made my job fun, easy, and a good experience. I would like them to stand. (Julie Osborn, Chris Colaw, and Connie Johnson) They have been with me almost the whole time I've been here. One other person in my area, which is the financial area, that I couldn't have done it without is Becky McNeil. And I say thank you to everybody.

## Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda.

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, June 16, 2009
  - B. County Highway Department – Eric Schmitt, County Engineer
    - 1) Request Approval of Engineering Agreement – Various Projects – *Lewis, Yockey & Brown*
    - 2) Request Approval of Engineering Agreement – Historic Route 66 Bike Trail – *Hanson Professional Services*
    - 3) Request Approval of Gridley Road District (RD) – Township Bridge Program (TBP) Petition
      - (a) Sec 09-18131-00-BR – Schlipf II Bridge – 2950 North Rd.
    - 4) Request Approval of Lexington Road District (RD) – Bridge Repair Petition
      - (a) 2009 Lexington RD Joint Bridge Repair – Reynolds Bridge, 2250 North Rd.
    - 5) Request Approval of Yates Road District (RD) – Joint Culvert Petition
      - (a) 2009 Yates RD Joint Culvert – 3570 East Rd.
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:  
None
    - 2) Subdivision Cases:  
None
  - D. Transfer Ordinances
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Executive Committee
      - a) Request Approval of Resolution of the McLean County Board Proclaiming Monday, September 28, 2009 “*Family Day – A Day to Eat Dinner with Your Children*”™ in McLean County
      - b) Request Approval of a Contract between the County of McLean and Anderson Legislative Consulting for professional Services

- 2) Finance Committee
  - a) Request Approval of Agreement between McLean County and Pinnacle Actuarial Resources, Inc. to complete an Actuarial Analysis of the County's Self-funded Casualty Reserves for Workers Compensation and Liability Lines of Coverage – Risk Management
- 3) Justice Committee
  - a) Request Approval of an ATM Machine Agreement by and between County of McLean and Bloomington Municipal Credit Union – Circuit Clerk's Office
  - b) Request Approval of the ATM Machine Agreement by and between the County of McLean and Bloomington Municipal Credit Union – Sheriff's Department
- 3) Property Committee
  - a) Request Approval to continue the Nurse Call Replacement by DM Mattson, 200-400 Wings of the Nursing Home – Nursing Home
  - b) Request Approval of a Natural Gas Contract with Vanguard Energy – Facilities Management
  - c) Request Approval to grant an Access Easement to Robert and Esther Shaw – Parks and Recreation Department

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

- 1) REAPPOINTMENTS:  
None
- 2) APPOINTMENTS:  
None
- 3) RESIGNATIONS  
None

G. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations for Ms. Kelly Curran, a 2009 graduate and member of the Tri-Valley High School Track and Field Team

**PROJECT AGREEMENT**  
**Lewis, Yockey, & Brown Inc.**  
 Consulting Engineers & Land Surveyors

505 N. Main Street  
 Bloomington, IL 61701  
 Phone: (309) 829-2552  
 Fax: (309) 827-6861

222 E. Center Street  
 LeRoy, IL 61752  
 Phone: (309) 962-8151  
 Fax: (309) 962-7503

155 S. Elm Street  
 El Paso, IL 61738  
 Phone: (309) 527-2552  
 Fax: (309) 527-3230

Project No. 4700.00  
 Date June 5, 2009  
 Secured By DPB

**CLIENT INFORMATION**

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	102 S Towanda-Barnes Road	FAX NUMBER	662-8038
	Bloomington, IL <del>61704</del> <b>61705</b>		
AGENT FOR CLIENT	Eric Schmitt, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

**PROJECT DATA**

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client.
ANTICIPATED COMPLETION DATE	

**INVOICING INFORMATION**

Fee Basis

\*Current Schedule of Hourly Rates and Expenses attached

Hourly Rates and Expenses in effect at time services are performed \$ \_\_\_\_\_ not to exceed limit estimate

Lump Sum \$ \_\_\_\_\_ including expenses plus expenses

Other: \_\_\_\_\_

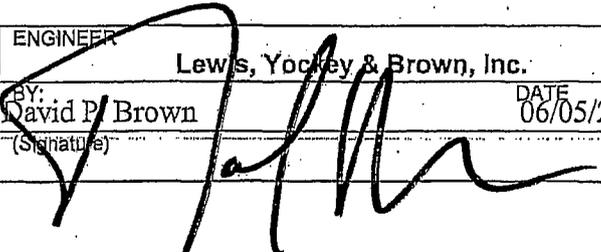
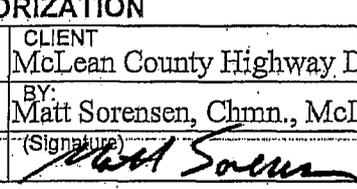
Invoices to be submitted:  Monthly  Upon Completion  Other \_\_\_\_\_

Special Instruction/Information Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

**AUTHORIZATION**

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY:	David P. Brown	BY:	Matt Sorensen, Chmn., McLean Co. Board
(Signature)		(Signature)	
DATE	06/05/2009	DATE	7-21-2009

# PROJECT AGREEMENT TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

## AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

## COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

## TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

## LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 ½% per month will be added to the Client's account. This is an annual rate of 18%.

## LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

## LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

## AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

## TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

## REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

## ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
 Bloomington, Illinois 61701  
 Phone: (309) 829-2552  
 Fax: (309) 827-6861

222 East Center Street  
 LeRoy, Illinois 61752  
 Phone: (309) 962-8151  
 Fax: (309) 962-7503

155 South Elm Street  
 El Paso, Illinois 61738  
 Phone: (309) 527-2552  
 Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND  
 RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2009

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer (12)	\$140.00
Project Manager (13)	\$130.00
Project Engineer (14)	\$115.00
Senior Design Engineer (15)	\$ 95.00
Design Engineer (16)	\$ 80.00
Professional Land Surveyor (17)	\$115.00
Senior Engineering Technician (18)	\$ 80.00
Engineering Technician (19)	\$ 60.00
Clerical (21)	\$ 50.00
Geologist (25)	\$110.00
Surveyor (51)	\$ 95.00
Party Chief (52)	\$ 70.00
Instrument Man (53)	\$ 55.00
Rodman (54)	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Color photo copies, 8-1/2 x 11	1.00/each
Color photo copies, 11 x 17	1.50/each
Color Bond	2.00/sqare foot
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.50/mile
CADD	15.00/hour
GPS Equipment	300.00/day

BRIDGE CONSTRUCTION PETITION

Sec 09-18131-00-BR

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61701

Schlipf II Bridge Drainage Structure, Located at 2180 East Road on 2950 North Rd

Ladies and Gentlemen:

Gridley Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the South line of the NW 1/4 of Section 14 T 26 N, R 3E of the 3<sup>rd</sup> P.M., Gridley Road District.

That of the funds appropriated at the November 2008 meeting of the McLean County Board \$40,000.00 be used as the County's share of the cost of this structure.

Gridley Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Gridley Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$400,000.00 and the present structure is inadequate.

Gridley Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Byron L. M... ..  
Highway Commissioner

Approved [Signature]  
County Engineer, McLean County, IL

Gridley Road District

Date: June 29, 2009

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Peggy Ann Milton  
Peggy Ann Milton, McLean County Clerk

Date: July 21, 2009

**BRIDGE REPAIR PETITION**

Sec 2009 Lexington Township Non-MFT  
Joint Bridge Repair

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St – Room 102  
Bloomington, Illinois 61701

Reynolds Bridge Drainage Structure (057-4935), Located at 2725 East on 2250 North Road in Lexington Road District.

Ladies and Gentlemen:

Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, repair a structure located in the South line of the NW ¼ of Section 22 T 25 N, R 4E of the 3<sup>rd</sup> P.M., Lexington Road District.

That of the funds appropriated at the November 2008 meeting of the McLean County Board \$7,250.00 be used as the County's share of the cost of this structure.

Lexington Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Lexington Road District further states that the County Engineer has made a survey of the repairs needed and has determined that the site of the repairs shall be as mentioned above and has estimated that the cost of the repairs shall be \$14,500.00.

Lexington Road District further certifies that the cost of the repairs exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Randy Bellon  
Highway Commissioner

Lexington Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: 6/29/2009

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: July 21, 2009

Peggy Ann Milton  
Peggy Ann Milton, McLean County Clerk

BRIDGE CONSTRUCTION PETITION

Sec 2009 Yates Joint Culvert

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St – Room 102  
Bloomington, Illinois 61702

2009 Yates Joint Culvert Drainage Structure, Located at 3570E, 600' North of 2650N

Ladies and Gentlemen:

Yates Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the SE ¼ of the NE ¼ of Section 36 T 26 N, R 5E of the 3<sup>rd</sup> P.M., Yates Road District.

That of the funds appropriated at the July 21st meeting of the McLean County Board \$2,600.00 be used as the County's share of the cost of this structure.

Yates Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Yates Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 5,200.00 and the present structure is inadequate.

Yates Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

[Signature]  
Highway Commissioner

Approved: [Signature]  
County Engineer, McLean County, IL

Yates Road District

Date: 6/29/2009

ATTEST

[Signature]  
Mr. Matt Sorensen, Board Chairman

[Signature]  
Peggy Ann Milton, McLean County Clerk

Date: July 21, 2009

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING  
MONDAY, SEPTEMBER 28, 2009  
"FAMILY DAY - A DAY TO EAT DINNER WITH YOUR CHILDREN"™ in  
McLEAN COUNTY

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children;

WHEREAS, 14 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs;

WHEREAS, frequent dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse;

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse are well documented;

WHEREAS, parents who engage in their children's lives - through such activities as frequent family dinners - are less likely to have children who abuse substances;

WHEREAS, family dinners have long constituted a substantial pillar of family life in America;

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

The McLean County Board hereby proclaims Monday, September 28, 2009 as "Family Day - A Day to Eat Dinner With Your Children"™ in McLean County.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of July, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

## Consulting Agreement

This agreement is entered into by and between McLean County (hereinafter the County) and Pinnacle Actuarial Resources, Inc. (hereinafter Consultant or Pinnacle) as of July 21, 2009. The County desires to retain the services of Pinnacle as an independent contractor in a consulting capacity to perform the services described below.

Pinnacle and the County agree as follows:

### *1). Description of Services*

Pinnacle agrees to conduct an actuarial review of the County's loss and loss adjustment for the self-funded Workers Compensation program and the self-funded Liability program.

The project will be performed in accordance with GASB Statement 10, as amended by GASB Statement 30 and include:

- Total Annual Loss Projections.
- Estimated Unpaid Case Reserves and Unpaid IBNR at Year End 2008.
- Calculation of Discounted and Non-Discounted Unpaid Liabilities at Year End 2008.
- Calculation of Annual Required Contributions

The report is to be completed within fifteen (15) days of the receipt of the data required for the analysis. A formal presentation to the county board will be completed if requested.

### *2). Production of Data and Information*

The County agrees to provide all information relevant to Pinnacle's determination of any conflict of interest.

The County further agrees to provide the complete and accurate data and information requested by Pinnacle necessary for Pinnacle to conduct a thorough actuarial review of the County's loss and loss adjustment expense reserves. The County agrees that failure to provide complete and accurate information may extend all the due dates for Pinnacle's work products and may increase the total expected fees charged for the work.

### *3). Qualifications and Limitations*

The County acknowledges that there is inherent uncertainty in any estimate of loss and loss adjustment expenses and agrees that Pinnacle can provide no guarantee that actual loss emergence will match the reasonable expectations underlying Pinnacle's reserve estimates.

The County agrees that Pinnacle's reserve estimates and reports are for the internal use of the County only and will not further distribute the estimates and reports without the prior written consent of Pinnacle.

Pinnacle hereby agrees that the report may be released to the County vendors without further written approval, but only if the report is released in their entirety (i.e., with all exhibits and appendices). Furthermore, such third parties must be made aware that our report is not a substitute for their own due diligence and they should place no reliance on the report that would result in the creation of any duty or liability by Pinnacle to such third party.

*4). Term and Extension*

This agreement shall be effective as of July 21, 2009 and remain in effect until December 31, 2009 unless terminated earlier in accordance with Section 8. The agreement may be extended at the County's option for up to three years from the effective date of this agreement.

*5). Place of Performance*

Pinnacle will perform the services at a location of Pinnacle's choice.

*6). Compensation*

The County will pay Pinnacle fees based on accrued charges for professional fees and certain out-of-pocket expenses (such as travel and express mail). The maximum professional fees are to be \$7,000 plus out of pocket expenses. Out of pocket expenses are limited to \$500. Pinnacle will invoice the County monthly; the invoice will be due and payable 30 days following receipt of the invoice. Any invoiced amount remaining unpaid at the time of preparing the following monthly invoice will be increased by a 1% per month administration charge.

The maximum professional fees will be maintained for the three optional renewal periods by Pinnacle.

Any additional services outside the scope of the services detailed in the Description of Services section will be billed at Pinnacles standard hourly rate.

*7). Control of Consultant Work Product*

Pinnacle will conduct its review of the County's loss and loss adjustment expense reserves and prepare its report using generally accepted actuarial procedures and practices. At the conclusion of the engagement, Pinnacle is required by its governing professional body to maintain for a reasonable period of time sufficient documentation of its opinions and analyses such that another qualified person could reasonably follow the analysis. These documentation files, including all reports and worksheets created by Pinnacle, shall remain the property of Pinnacle. The documentation files will be maintained so as to protect the confidentiality of the County and will be made available to the County upon request, subject to usual and standard limitations on use.

In the course of the engagement, Pinnacle may utilize newly created or existing software, electronic worksheets, or analytical methods which increase the efficiency and accuracy of

its work, all to the benefit of the County. At all times, Pinnacle is and shall remain the sole owner of any software, electronic worksheets or analytical methods used in connection with the engagement even if such software, electronic worksheets or analytical methods were developed as part of the engagement.

We recognize that during the course of our engagement we will likely become a holder of data and information confidential to County. We will take reasonable measures to protect the confidentiality of the data and information provided to us. All Pinnacle employees are required to sign a confidentiality agreement as a condition of employment that is designed to protect the confidentiality of our clients' data and information.

*8). Termination*

The County may terminate this Agreement with 30 days advance notice for (1) Pinnacle's misconduct, including but not limited to fraud, theft, dishonesty, harassment, unethical conduct; or (2) Pinnacle's breach of this Agreement. Pinnacle may terminate this Agreement with 30 days advance notice for any material breach of this Agreement by the County.

*9). Indemnity*

The County shall compensate Pinnacle, at its normal hourly billing rates, for subsequent involvement relating to demands, claims, suits, and damages, arising out of or in connection with Pinnacle's performance of the duties provided for herein, unless caused by the negligence or other wrongful conduct of Pinnacle.

Pinnacle shall hold-harmless and indemnify the County for incurred expenses relating to demands, claims, suits and damages arising from Pinnacle's negligent or wrongful conduct with regard to the performance of the duties provided for herein.

*10). Limitation of Damages*

The County agrees that if the County terminates the Agreement for any reason other than the negligence of the consultant, Pinnacle is entitled to receive payment for all work completed and in process as of the date of termination, all reasonable and necessary out-of-pocket expenses, incurred as of the date of termination, and all software/computer access expenses incurred as of the date of termination.

This Agreement does not create a joint venture, partnership, employment or agency relationship between County and Pinnacle.

*11). Compliance With All Laws/Partial Invalidity*

*a. Compliance:*

Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

b. *Partial Invalidity:*

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then this Agreement shall nevertheless remain in full force and effect and such term or provision shall be deemed stricken.

12). *Governing Law*

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Illinois.

No failure or delay by either party hereto to exercise any right, power or privilege provided hereunder or under applicable law shall operate as a waiver thereof. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

13). *Notices*

All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered personally or when deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested, addressed as set forth below:

a. *If to the County:* McLean County  
115 East Washington St  
Bloomington, IL 61702-2400  
Attn: Ms. Jennifer Ho, Risk Manager

b. *If to PINNACLE:* Pinnacle Actuarial Resources, Inc.  
P.O. Box 6139  
Bloomington, IL 61702-6139  
Attn: Mr. Paul A. Vendetti, Consulting Actuary

Either party may change the address to which communications are to be sent by giving notice to such change of address in conformity with the provisions of this section.

14). *Assignment*

Neither Pinnacle nor the County shall assign or transfer any rights or obligations under this Agreement without the other party's prior written consent, and any attempt of assignment or transfer without such consent shall be void.

15). *Dispute Resolution*

a. *Negotiation.* The parties will attempt in good faith to resolve any controversy, dispute, claim or question arising out of or in relation to this Agreement, including without limitation, its interpretation, performance or non-performance by either party,

termination, or any breach thereof (hereinafter, collectively "Controversy") promptly by negotiation between designated representatives of the parties who have authority to settle the Controversy and do not have direct responsibility for administration of this Agreement.

The disputing party shall give the other party written notice of the Controversy. Within twenty (20) days after receipt of the above notice, the receiving party shall submit to the other a written response. The notice and response shall include (i) a statement of each party's position, and (ii) the name and title of each party's designated representative. The designated representatives will meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Controversy.

- b. *Mediation.* If the Controversy has not been resolved by negotiation within forty-five (45) days of the disputing party's notice, or the party receiving the notice will not meet within thirty (30) days, either party may, upon written notice by one party to the other, initiate mediation of the Controversy in accordance with the Commercial Mediation Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this Section. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in this regard from the American Arbitration Association if they are unable to agree upon such appointment with twenty (20) days of the notice of mediation. The parties agree to participate in good faith in the mediation and negotiations thereto for a period of thirty (30) days after the appointment of the mediator. The parties shall share equally the cost of the mediation.
- c. *Binding Arbitration.* If the Controversy has not been resolved by mediation within thirty (30) days of the appointment of the mediator, or if a mediator is not appointed within thirty (30) days of the notice of mediation, upon written notice, either party may elect to submit the Controversy to binding arbitration conducted in the city where the services are being performed. The parties to this Agreement, by entering into it, are expressly waiving their rights to have any Controversy decided in a court of law and/or equity before a judge or jury, and instead are accepting the use of binding arbitration. Such arbitration shall be governed by the provisions of the Commercial Arbitration Rules of the American Arbitration Association, to the extent that such provisions are not inconsistent with the provisions of this Section.

In the event the parties cannot agree upon a single arbitrator within thirty (30) days of the written notice of arbitration above, each party shall choose one (1) arbitrator within fifteen (15) working days after the expiration of such thirty (30) day period and the two (2) arbitrators so chosen shall choose a third arbitrator. If either party refuses or otherwise fails to choose an arbitrator within such fifteen (15) working day period, the requesting party may choose a total of two (2) arbitrators who shall choose the third. If the two (2) arbitrators chosen fail to select the third arbitrator within ten (10) working days after both have been named, each arbitrator shall name three (3) candidates, of whom the other shall decline two (2), and the decision shall be made by drawing lots. The arbitrator(s) chosen shall act as neutral arbitrator(s). In the event of the death,

disability or incapacity of any arbitrator, a replacement shall be named pursuant to the process which resulted in the selection of the arbitrator to be replaced.

If the arbitrator(s) or the parties determine, at any stage of the proceedings, that specialized expertise is necessary to fully evaluate and decide the Controversy, a neutral advisor with the experience and qualifications necessary to assist the arbitrator(s) to decide the Controversy may be selected provided that the use of an expert neutral advisor is approved by all parties. Once the determination to utilize an expert neutral advisor is made, the arbitrator(s) shall propose such a neutral advisor. Either party may veto the neutral advisor proposed by the arbitrator(s) within five (5) working days of receiving notice of the proposal. Absent such a veto, the neutral advisor proposed by the arbitrator(s) shall be retained. If the neutral advisor proposed by the arbitrator(s) is vetoed by one or both of the parties, the arbitrator(s) shall continue to propose neutral advisors until one is accepted.

The arbitration hearing shall be held within thirty (30) days following appointment of the final arbitrator, unless otherwise agreed to by the parties. If either party refuses or otherwise fails to participate in such an arbitration hearing, such hearing shall proceed and shall be fully effective in accordance with this Section, notwithstanding the absence of such party. The arbitrator(s) shall determine the Controversy in accordance with the substantive law of the State in which the services are being performed, excluding the conflicts provisions of such law. The arbitrator(s) may abstain from following the strict rules of evidence. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The decision of the arbitrator, or a majority of the arbitration panel, shall be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each party.

This Dispute Resolution process shall be the sole and exclusive means for resolving any Controversy provided, however, that either party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the parties will continue to participate in good faith in this Dispute Resolution process. The initiation of this Dispute Resolution process shall toll the running of the statute of limitations for any cause of action arising from the Controversy. All time limitations contained in the Dispute Resolution sections above, may be altered by mutual agreement of the parties.

16). *Attorneys' Fees*

If either party seeks judicial relief in respect to this Agreement, then the prevailing party in such action shall be entitled to recover reasonable attorney's fees and the costs from the non-prevailing party.

17). *Entire Agreement*

This Agreement constitutes the entire contract between the parties. This Agreement fully replaces and supersedes any and all prior agreements between the parties. The County and Pinnacle have not relied upon any other statement, agreement or contract, whether written or oral, in deciding to enter into this Agreement. No modification or amendment hereto shall be valid unless executed in writing by each of the parties to the Agreement. This Agreement is not effective until signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

CONSULTANT

Pinnacle Actuarial Resources, Inc.

By: Paul A Verdella

Title: Consulting Actuary

Date: 7-27-2009

CLIENT

McLean County

By: Matt Soem

Title: McLean County Board Chair

Date: 7-21-2009

ATM Machine Agreement By and Between  
The County of McLean and Bloomington Municipal Credit Union

WHEREAS, The County of McLean, PO Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois, (hereinafter referred to as "BMCU") hereby enter into an agreement to provide an ATM machine to be located on the third floor of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois.

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on August 1, 2009, and shall terminate on June 30, 2011.
2. BMCU shall purchase and retain the ownership of said ATM machine.
3. BMCU shall be financially responsible for the maintenance and all security of the ATM machine.
4. BMCU shall provide the onsite service and maintenance and maintain the cleanliness of the ATM machine.
5. BMCU will replenish and provide the necessary cash on an as needed basis.
6. COUNTY will install and be financially responsible for the single telephone line otherwise known as plain old telephone service ("POTS") required for the BMCU ATM machine.
7. COUNTY shall provide in-house marketing signage at various locations in the building at COUNTY's discretion.
8. COUNTY assumes no responsibility for the ATM machine specifically including, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect

withdrawals, power outages, any ATM malfunction, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

#### INDEMNIFICATION

To the extent permitted by applicable law, BMCU agrees to indemnify and hold harmless COUNTY from and against any loss, damages, liability, claims or injury resulting from any negligence, illegal acts or omissions performed in connection with this Agreement. BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

#### SURCHARGE/TRANSACTION FEE

All transactions conducted with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. BMCU will assess a surcharge fee of \$3.00 per transaction for all foreign transactions. A foreign transaction involves a foreign fee which is paid to an ATM/debit card issuing bank for using an out-of-network ATM (a foreign ATM). BMCU will retain all the fee income.

#### APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois.

#### MODIFICATION OF AGREEMENT

Amendments to this agreement may be made from time to time by mutual consent of the parties.

The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2009.

APPROVED:

BY: Kathy Wosley  
Chief Executive Officer  
Bloomington Municipal Credit Union

7-27-09  
Date

BY: Don R. Everhart, Jr.  
McLean County Circuit Court Clerk

07-22-09  
Date

BY: Matt Sorensen  
Matt Sorensen, Chairman,  
McLean County Board

7-21-2009  
Date

ATTEST:

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

7/21/09  
Date

ATM Machine Agreement By and Between  
The County of McLean and Bloomington Municipal Credit Union

WHEREAS, The County of McLean, PO Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois, (hereinafter referred to as "BMCU") hereby enter into an agreement to provide an ATM machine to be located in the lobby of the McLean County Sheriff's Department, 104 West Front Street, Bloomington, Illinois.

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on July 1, 2009, and shall terminate on December 31, 2009.
2. BMCU shall purchase and retain the ownership of said ATM machine.
3. BMCU shall be financially responsible for the maintenance and all security of the ATM machine.
4. BMCU shall provide the onsite service and maintenance and maintain the cleanliness of the ATM machine.
5. BMCU will replenish and provide the necessary cash on an as needed basis.
6. COUNTY will install and be financially responsible for the single telephone line otherwise known as plain old telephone service ("POTS") required for the BMCU ATM machine.
7. COUNTY shall provide in-house marketing signage at various locations in the building at COUNTY's discretion.
8. COUNTY assumes no responsibility for the ATM machine specifically including, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect

withdrawals, power outages, any ATM malfunction, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

#### INDEMNIFICATION

To the extent permitted by applicable law, BMCU agrees to indemnify and hold harmless COUNTY from and against any loss, damages, liability, claims or injury resulting from any negligence, illegal acts or omissions performed in connection with this Agreement. BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

#### SURCHARGE/TRANSACTION FEE

All transactions conducted with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. BMCU will assess a surcharge fee of \$3.00 per transaction for all foreign transactions. A foreign transaction involves a foreign fee which is paid to an ATM/debit card issuing bank for using an out-of-network ATM (a foreign ATM). BMCU will retain all the fee income.

#### APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois.

#### MODIFICATION OR TERMINATION OF AGREEMENT

The parties hereto mutually agree that this agreement will be in effect for a period of 6 months and then on a monthly basis thereafter until a new contract is signed, or unless either party terminates the agreement upon 30 days written notice to the other party.

Amendments to this agreement may be made from time to time by mutual consent of the parties.

The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2009.

APPROVED:

BY: Kathy Wosley 7-27-09  
Chief Executive Officer Date  
Bloomington Municipal Credit Union

BY: Mike Emery 7-23-09  
Mike Emery, Sheriff of McLean County Date

BY: Matt Sorensen 7-21-2009  
Matt Sorensen, Chairman, Date  
McLean County Board

ATTEST:

BY: Peggy Ann Milton 7/21/09  
Peggy Ann Milton, Clerk of the County Date  
Board of McLean County, IL

To: McLean County Nursing Home      Date: April 24, 2009  
901 North Main Street  
Normal, IL 61761

Attention: Eric Kline      From: Jerry Thomas  
Phone: (309) 888 - 5380      Subject: Nurse Call System: 200 & 400 Wing

Email: eric.kline@mcleancountyil.gov      Quote No: 04172009\_NurseCall.2.3

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Dear Mr. Kline,

Thank you for the opportunity, the West-Call Novus system will be a great enhancement for your patient care. I understand the amount of work required to make an informed decision on a project of this size. Hopefully, I have made the process easier by breaking down our information.

Our entire base bid is comprised of a **"turn-key installation"**, including but not limited to the cabling, power supplies, room lighting integration and television tie ins. All shipping, submittals, CAD drawings, programming, engineering and on-site training will be provided for your staff post installation. DM Mattson, Inc. will provide a **one year on-site warranty** and will be available for 24 hour on-call service.

Our Scope of Work for this project will consist of:

- Providing all equipment and installation of a new West Call Novus Nurse Call system.
- Providing the system with audio-visual consisting of duplex audio communication
- Providing different dome light colors to indicate Bed 1, Bed 2, Staff Assist and Bathroom calls
- Providing computer software, installation and training for the Master Station PC's
- Providing software with a graphic interface to point and click and represents the floor plan
- Providing software with the ability to control the system via the monitor and PC
- Providing labor to install all wiring, materials, programming, testing, & end user factory training
- Providing the owner with complete information, manuals and as-built system drawings
- Providing the owner with all documentation to maintain, troubleshooting, and/or expand
- Providing fire blocking for any penetrations through solid walls with approved NFPA products
- Providing a system that is networked via manufacturer approved methods
- Providing a system that will allow for all (3) nurse stations to communicate with each other
- Providing a system that will be IP network compatible
- Providing a system that will allow for data to be distributed over a common network
- Providing a system that can be connected to the County network
- Providing a system that will be compatible to install a paging system
- Providing secondary 24VAC connections thru the patient station and the lighting relays in rooms
- Providing and installing software that requires passwords to add/change any patient information
- Providing equipment consisting of the following, please see attachment A for additional parts:
  - 59 LED dome lights
  - 48 dual patient stations
  - 4 single patient stations
  - 47 corded pull stations
  - 12 duty stations2
  - 2 Nurse control stations

D.M. Mattson, Inc.

2241-N-200 East Rd. McLean, Illinois 61754 Ph: (309)874-2700 Fax: (309)874-3193  
5701 Elmwood Ave., Suite I Indianapolis Indiana 46203 Ph: (317)787-2288 Fax: (317)787-2273

Attachment A: Materials

Supplier	Qty	Model #	Description:
West-Com	2	NOVUS/3624/03	Headend Backplane Panel 36 x 24 FHR Count 3
West-Com	2	TC-3624	Headend Backplane Metal Box: 36" x 24" x 6"
West-Com	2	TCD-3624/S/L	Headend Door: Louvered Surface Mount.
West-Com	2	NV-PSM/3	Headend (3) Unit Power Supply Unit
West-Com	2	NV-TC-1822	Headend Power Supply Metal Box: 18" x 22" x 6"
West-Com	2	NV-TCD-1822/S	Headend Power Supply Metal Door with Fan
West-Com	2	NCM-FC/H	Master Station IPC-3 Computer with integrated Handset
West-Com	61	LDL2	Novus Dome Lights
West-Com	4	SPS-2000	Novus Single Patient Station
West-Com	48	DPS-2000	Novus Dual Patient Station
West-Com	12	STF-2000/D	Novus Staff Station with Duty Buzzer
West-Com	28	EPC-2000	Novus Hybrid Pull Cord
West-Com	8	SWPC-2000	Novus Hybrid Slave Pull Cord
West-Com	11	NV-EPC	Novus Pull Cord
West-Com	64	ADP-3/4	3 to 4 Gang Adapter Ring
West-Com	2	INS	Installation and testing of software packages installed
West-Com	28	CE100F22-8	8-Pin Panduit Connector .100 Spacing
West-Com	52	LCS-2000	Lighting Control Relays
West-Com	7	XP400	400VA 200 Watts 6 Outlets UPS
West-Com	1	LOT	Splice Connector
West-Com	1	LOT	Cable Supports
West-Com	1	LOT	RJ-45 Connector
West-Com	1	LOT	Tie to (52) In Room TV
West-Com	1	LOT	Tie to (100) In Room Lights
West-Com	1	LOT   WY	Special Black Cable, CL2
West-Com	1	LOT   WN	Cat-5 Network Cable, CL2
West-Com	1	LOT   CL2-22/4	#22 4-Cond Cable, CL2
West-Com	1	LOT   WZP	Special Orange Cable, CL2P

D.M. Mattson, Inc.

2241 N 200 East Rd McLean, Illinois 61754 Ph: (309)874-2700 Fax: (309)874-3193  
 5701 Elmwood Ave., Suite I Indianapolis Indiana 46203 Ph: (317)787-2288 Fax: (317)787-2273

**DM Mattson, Inc. has provided the cost for the alternates as requested:**

1. Pager systems that work in conjunction with Nurse Call system with 6 pagers included
  - Total Cost Installed: \$ 6,658.00
2. Add TQI patient call tracking software
  - Total Cost Installed: \$ 9,876.00
3. Provide two (2) spare dual patient stations, one (1) single patient station, two (2) LED dome lights
  - Total Cost of All Parts: \$ 1,302.00
4. Add ADT admissions software
  - Total Cost of Install: \$ 9,138.00
5. Provide one (1) external speaker and centralized dome light at each nurse station (200, 300, 400) for audio staff notification in hall ways.
  - Total Cost of Install: \$ 1,382.00

Standard ground freight only is included in our bid. Standard delivery 6 - 8 weeks from receipt of hard copy purchase order. Quote based upon work being completed during normal business hours. Payment terms: net 30 days from invoice date. 50% down Payment, 25% Upon Materials Delivered and 25% at Job Completion

**Total Base System Installation Cost: \$ 115,545.00**

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives

**Provider: DM Mattson, Inc.**

**Client: McLean County Nursing Home**

Name: Jerry Thomas  
Title: Project Manager  
Signature: Jerry Thomas  
Date: 4/24/09

Name: Matt Sorenson  
Title: McLean County Board Chair  
Signature: Matt Sorenson  
Date: 7-21-2009

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 Facility's 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 Customer's 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 hereof.

VANGUARD ENERGY SERVICES, L.L.C.

CUSTOMER: McLean County Government

Signed: Paul B. Bawgis

Signed: Matt Sorensen

By: Paul B. Bawgis

By: Matt Sorensen

Title: Managing Partner

Title: McLean County Board Chair

Date: 7/29/09

Date: 7-21-2009

**RECEIVED**

AUG 03 2009

Facilities Mgt. Div.

## 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 87.85 feet to the point of beginning of the center line to be described; thence South 28°-40'-41" West, a distance of 180.75 feet; thence South 12°-29'-45" East, a distance of 218.56 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.

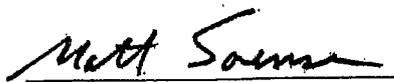
This grant of easement shall be binding upon and inure to the benefit of the Grantee's heirs, successors, and assigns.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of July, 2009.

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance of Stephanie Brown, a Tri-Valley High School 2009 graduate and member of the Tri-Valley High School Track and Field Team; and,

WHEREAS, Stephanie Brown became the first four-time Illinois High School Association champion in the 800-meter run, breaking her own small-school state meet record in 2009 with a time of 2 minutes, 9.12 seconds; and,

WHEREAS, Stephanie Brown in 2009 also won her first Illinois High School State 1,600-meter title in a school-record 5:01.50, and ran a 2:06.2 anchor leg for Tri-Valley's record setting Illinois High School Association State Champion 4x800 meter relay team; and,

WHEREAS, Stephanie Brown was named the *Pantagraph's* 2009 Female Athlete of the Year; now therefore,

BE IT RESOLVED by the members of the McLean County Board, now meeting in regular session, that we congratulate Stephanie Brown on her outstanding 2009 Track & Field season and her record breaking State championship career; and,

BE IT FURTHER RESOLVED, that a suitable copy of this Resolution be presented to Stephanie Brown and Tri-Valley High School.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of July, 2009.

ATTEST:

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

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

Member Wendt stated: Mr. Chairman, I would like to move that we remove item B. 2) and E. 1) b) from the Consent Agenda so we can have further explanation on these items and a chance to vote on them individually.

Chairman Sorensen stated: For record, Mr. Wendt has request that we remove from the County Highway Department part of the agenda the Request Approval of Engineering Agreement for Historic Route 66 Bike Trail, which is item B. 2) and he's requested under the Executive Committee agenda that we remove the Anderson Legislative Consulting for professional Services contract which is item E. 1) b). Is that accurate Mr. Wendt?

Member Wendt stated: That is correct.

Members Segobiano/Owens moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present, except Member Hoselton, voting in favor of the Motion. Motion carried.

Chairman Sorensen stated: I'd like to invite Member Soeldner to the podium please.

Member Soeldner stated: Thank you Mr. Chairman. It's my honor to make a presentation today to a graduate of Tri-Valley High School, Stephanie Brown. Stephanie come on up. Stephanie is a member of the track team at Tri-Valley, a likewise I guess co-member of the track team. I was on track when I was in school in back in 1974. I didn't letter in running, I lettered in shot actually. I did have the opportunity to run in a 440 one time when Tri-Valley, Octavia, and Lexington were in a meet. We were short one leg of the relay so I was called to run and I don't need to tell you where we placed in that meet. It is my pleasure to do this.

Resolution of Congratulations. Whereas, the McLean County Board wishes to recognize the outstanding performance of Stephanie Brown, a Tri-Valley High School 2009 graduate and member of the Tri-Valley High School Track and Field Team; and, Whereas, Stephanie Brown became the first four-time Illinois High School Association Champion in the 800-meter run, breaking her own small-school state meet record in 2009 with a time of 2 minutes, 9.12 seconds; and, Whereas, Stephanie Brown in 2009 also won her first Illinois High School State, 1,600-meter title in a school-record 5:01.50, and ran a 2:06.2 anchor leg for Tri-Valley's record setting Illinois High School Association State Champion 4x800 meter relay team; and, Whereas, Stephanie Brown was named the *Pantagraph's* 2009 Female Athlete of the Year, now therefore, Be it Resolved by the Members of the McLean County Board, now meeting in regular session, that we congratulate Stephanie Brown on her outstanding 2009 Track & Field season and her record breaking State championship career; and, Be it Further Resolved, that a suitable copy of this Resolution be presented to Stephanie Brown and Tri-Valley High School. Adopted by the McLean County Board this 21<sup>st</sup> day of July, 2009.

Ms. Brown stated: It's really an honor for all of you high class people to recognize me from little old Downs, but, I really appreciate it for everything I've done all the four years for you guys to recognize it. I'd like to thank all my coaches and all my family, not all of them are here today. It's really been an honor, thanks.

Chairman Sorensen stated: Congratulations Stephanie, and just so you know some of us are from little old Downs, and little old Ellsworth, and little old Lexington.

Member Segobiano stated: As a matter of information, the materials we've been presented has Kelly Curran, and I assume that is a typo. I would hope that would be corrected.

Chairman Sorsenen stated: It's been corrected in my notes, and actually it has been corrected. We just didn't bother to print or distribute it. It was a cut and paste error. Last year at this time we gave an award to Kelly. Congratulations Ms. Brown.

EXECUTIVE COMMITTEE

Member Owens, Vice Chairman, presented the following:

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into this 21st day of July, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", and Anderson Legislative Consulting, hereinafter known as "the Consultant".

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in to the concerns of the County necessary to the exercise of corporate powers; and

WHEREAS, McLean County Board has recognized the necessity to provide professional contract services for legislative activities related to the State of Illinois' General Assembly; and

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

NOW, THEREFORE:

- 1 Anderson Legislative Consulting is hereby retained as a consultant for the McLean County Board, in accordance with the provisions of this Contract.
- 2 The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, the work and services described in Attachment "A", Part I, which is attached hereto and made a part hereof.
- 3 To insure adequate review and evaluation of the work, and proper coordination among interested parties, the County shall be kept informed concerning the progress of the work and services to be performed hereunder. The County may require the Consultant to meet with designated officials of the County from time to time to review the work. Reasonable prior notice such review meetings shall be given the Consultant.
- 4 The County may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this contract.
- 5 The parties enter into this contract on the date first stated above and, further, the agreement shall commence on-January 1, 2009 and terminate on December 31, 2009.
- 6 The services of the Consultant are to commence no later than five days the execution of this contract by both parties.
- 7 The Consultant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Consultant's activities pursuant to this contract.
- 8 The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations this agreement. However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

9. Nothing in this agreement shall prevent the Consultant from engaging in any other consulting activities or businesses apart from the services provided by this contract.
10. Recognizing the potential for a conflict of interest in the activities of the Consultant on behalf of other clients, compared to the interests of the County, the Consultant shall:
  - a) within five business days of the signing of this Contract, provide to the County a complete written listing of all current clients of the Consultant.
  - b) during the term of this Contract, in writing to the County, no less than ten days after any such agreement, new clients who are represented by the Consultant.
  - c) report immediately to the County any specific legislation on which the Consultant's obligations, on behalf of the County and any other client, differ. Consultant shall explain which client, County or the other client, he intends to represent and why. Upon the request of the County, Consultant shall provide this information in written form.
11. Nothing in this agreement shall prevent the consultant from utilizing the services of others in the performance of this Contract. The Consultant and County agree that the County has no obligation to pay such others, as they remain the obligation of the Consultant. If such others represent any client, then the provisions #1 directly above shall apply to them in the same manner as they apply to the Consultant.
12. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and such other fees as required by law.
13. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
14. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable and required to be reflected or set forth herein or incorporated herein by reference.
15. No waiver of any breach of this contract or any provision hereto shall constitute a waiver any other or further breach of this contract or any provision thereof.
16. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
17. This contract may not be assigned by either party without the prior written consent of the other party.
18. This contract may be terminated during its term at the request of either party upon one party providing the other with thirty (30) days' written notice prior to the effective date of such termination. In the case of termination of this Contract prior to the scheduled termination, the compensation obligation of the County shall be determined by prorating the total amount on the basis of the number of months actually served under the Contract. overpayment by the County shall immediately be refunded by the Consultant. Any underpayment by the County shall immediately be paid to the Consultant.
19. This contract severable and the invalidity or unenforceability of any provisions of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
20. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
21. Should either party desire to renew this contract beyond the termination date, forty (40) days' written notice prior to the termination date shall be given by the party wishing to do so.

22. All notices shall be mailed by certified copy to the following address:

For the Consultant;

Mrs. Letitia Dewith-Anderson  
2002 Wiggins  
Springfield, IL 62704

For the McClean County Board:

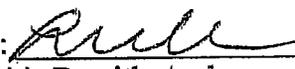
Mr. Walter F. Lindberg  
County Administrator  
115 E. Washington Street  
Bloomington, IL 61702-2400

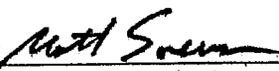
23. The parties agree that the foregoing and the attached document "A" constitute all of the agreement between the parties.

24. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment 'A' Part II.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on the 16<sup>th</sup> day of June 2009.

CONSULTANT:

By:   
Letitia Dewith-Anderson  
Anderson Legislative Consulting

By:   
Matt Sorenson, Chairman  
McClean County Board

Member Owens stated: Thank you Mr. Chairman, we have the one item that has been removed, item E. 1) b). The Request Approval of Contract between the County of McLean and Anderson Legislative Consulting for professional Services, pages 24-27, and I would so move.

Members Owens/Cavallini moved the County Board approve a Request Approval of Contract between the County of McLean and Anderson Legislative Consulting for professional Services. Clerk Milton shows all Members present, except Member Wendt, voting in favor of the Motion. Motion carried.

Member Owens stated: The General Report can be found on pages 55-61.

LAND USE AND DEVELOPMENT COMMITTEE

Member Segobiano, Vice-Chairman, presented the following:

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

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

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

1. Rural Recycling Grants for the following municipalities:
  - Village of Arrowsmith - \$1,000
  - Village of Danvers - \$1,000
  - City of LeRoy - \$1,000
  - Village of Downs - \$1,000
  - City of Lexington - \$1,000
  - Village of Colfax - \$1,000
  - Village of Carlock - \$1,000
  
2. Household Battery Recycling Program administered by the Ecology Action Center- \$12,500

WHEREAS, the Land Use and Development Committee, at its regular meeting on July 2, 2009 recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

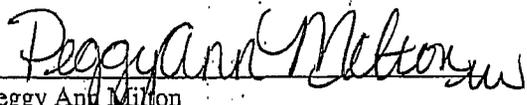
BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

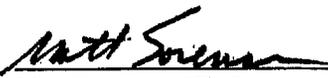
1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
  - 1) Rural Recycling Grants for the following municipalities:
    - Village of Arrowsmith - \$1,000
    - Village of Danvers - \$1,000
    - City of LeRoy - \$1,000
    - Village of Downs - \$1,000
    - City of Lexington - \$1,000
    - Village of Colfax - \$1,000
    - Village of Carlock - \$1,000
  
  - 2) Household Battery Recycling Program administered by the Ecology Action Center- \$12,500
  
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 21<sup>st</sup> day of July, 2009

ATTEST:

APPROVED:

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

  
Matt Sorensen, Chairman  
McLean County Board

Members Segobiano/Caisley moved the County Board approve a Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee to fund seven \$1,000.00 Recycling Grants to small Municipalities within McLean County, and \$12,500.00 for the ongoing Battery Recycling Program administered by the Ecology Action Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Segobiano stated: The General Report can be found on pages 84-87.

#### PROPERTY COMMITTEE

Member Moss, Vice-Chairman, presented the following:

Member Moss stated: The General Report can be found on pages 88-95.

**TRANSPORTATION COMMITTEE**

Member Hoselton, Chairman presented the following:

Municipality	LOCAL AGENCY  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT Hanson Professional Services	
Township			Address 1525 S. Sixth St.
County McLean County			City Springfield
Section 01-00001-00-BT			State Illinois

THIS AGREEMENT is made and entered into this 30 day of June, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name U.S. Route 66 Bikeway

Route U.S. Route 66 Length 3.75 Mi. 19,800 FT (Structure No. \_\_\_\_\_)

Termini Station 555+00 at Shirley to Station 753+00 at Fox Creek Road

Description:  
Prepare construction documents for a segment of the U.S. Route 66 Bikeway.

**Agreement Provisions**

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
  - l.  See Attachment A.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c.  See Attachment B.
2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the attached General Conditions are included in and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By Peggy Ann Milton  
Clerk

(Seal)

By Matt Sorenson

By Matt Sorenson  
Title McLean County Board Chairman

Executed by the ENGINEER:

Hanson Professional Services Inc.

1525 S. Sixth St.

Springfield, IL 62703

ATTEST:

By [Signature]

Title SENIOR VICE PRESIDENT

By \_\_\_\_\_

Title \_\_\_\_\_

Approved
_____
Date
Department of Transportation
_____
Regional Engineer

Member Hoselton stated: Mr. Chairman, we have no items to present to the Board, the General Report can be found on pages 96-104.

Chairman Sorensen stated: Thank you, I will ask the Chairman to address item B. 2) from Consent which is the Bike Trail on Route 66, the question that was removed from the Consent Agenda.

Member Hoselton stated: I'm not prepared whatsoever, I've been in Iowa and just got home real late last night and unlike me, I did not open the book until I got here.

Chairman Sorensen stated: Chairman Hoselton, would you like to go ahead and put the motion on the floor and then we will talk about it?

Members Hoselton/Wollrab moved the County Board approve a Request Approval of Engineering Agreement - Historic Route 66 Bike Trail - *Hanson Professional Services*.

Chairman Sorensen stated: Questions, comments, or discussion?

Member Wendt stated: I'd like to know how much this is going to cost, the estimates of what this agreement will cost us.

Chairman Sorensen stated: Eric do you mind responding?

Mr. Schmidt stated: The estimated cost for this is \$169,495.

Member Caisley stated: This contract is in furtherance from the overall plan to extend the bike trail from the Livingston County border to Logan County border along Old Route 66 quarter. We have intergovernmental agreements in place with the various municipalities from McLean to Chenoa for this and this particular engineering agreement extension of the trail from Downs to Funks Grove, and it will ultimately go down to the Logan County line.

Member O'Connor stated: My question is, how are the municipalities going to share in the cost of adding on to the trail?

Mr. Schmidt stated: There is an intergovernmental agreement from 1999 that breaks out the cost. Between the County, the Town of Normal, and the City of Bloomington, they make up 96 1/2% of that cost. The other is divided between McLean, Towanda, Lexington, and Chenoa.

Member O'Connor stated: One-third, one-third, one-third?

Mr. Schmidt stated: No, it's based on population, and the County's percentage is right around 26%.

Member Wendt stated: I question whether Bloomington is going to have the money.

Chairman Sorensen stated: I can respond to that, this topic came up in discussion with Mayor Stockton and City Manager Hales just last week. They acknowledged the fact that they have an intergovernmental agreement and it is an obligation of the City. They said they'll do it.

Member Wendt stated: The other comment I have, I realize that we are getting 80/20 with the Federal Government on this but I kind of question if at this time we should be spending any money, in addition to what we have to spend. With our revenues in the County going down, we don't know where they are going to go to. It is like the family wanting a pleasure boat, right now you can buy them in Florida for about 20 cents on a dollar. The only thing is, next summer; if the family's income goes down they might not be able to afford the gasoline to run the boat. There will be additional costs, I'm assuming, to update this trail and if the Sheriff's Office will have to patrol the trails; those trails are dangerous for people. I assume we will have to spend some of our resources patrolling that trail, so I am going to vote no. I think this is not the time that we should be spending any additional money for something that is not necessary. Thank you.

Mr. Schmidt stated: This is part of the money we are applying for and trying to get as part of the ARRA, the American Recovering and Reinvestment Act. Part of that money was set aside for enhancement projects which are bike trails and that type of thing. It is money that is out there that is only available for those projects. The bike trail has been going on for 10 years now, and trying to pursue, and this is the closest we've got to actually funding the actual construction of a piece of it.

Member Nuckolls stated: Thanks Mr. Chairman. Eric, I know the timeline for the contract agreement is. But what is the actual construction timeline, the beginning date, end date?

Mr. Schmidt stated: To get the ARRA funds, stimulus funding, we have to go to letting by March of 2010. So construction would be next year.

Member Nuckolls stated: How long is construction expected to last?

Mr. Schmidt stated: It would probably be finished by the end of next summer.

Member Wollrab stated: Eric, would you please remind us what money there is?

Mr. Schmidt stated: It would be 80% of the construction and the engineering. We are doing a flexible match on this where we are funding, doing the engineering agreement up front and putting our money into that, which constitutes the match for the actual construction. The total cost of the trail is estimated at \$1.58 million and then the engineering is right at \$170,000. So the 80% of that would be available for the ARRA. We haven't gotten that money; it is not a guarantee yet, but a very strong likelihood.

Member Cavallini stated: I'd like to mention, a portion of this trail is already up and going around Lexington, thanks to the generosity of Holly and Dorothy Meyers. It has been very well received and if we can extend that portion of it to Chenoa and places south it will be quite an additional asset to McLean County and perhaps would bring in people outside the County to enjoy a nice bicycle path.

Member Hoselton stated: I assume Chenoa has already received \$300,000 for the trail that I am aware of.

Member Nuckolls stated: Have there been any studies or do you have a general estimate of how often this trail will be used? Is it worth the money in other words?

Mr. Schmidt stated: The planning processes has been going on for quite a while for the Route 66 Bike Trail. I don't know exactly the use, but the bike trails in town are used very frequently and this would be a connection and extension of the Constitution Trail. We don't have exact numbers on usage.

Member Segobiano stated: I certainly applaud those who are concerned about the expenditures that we have to do, but we have an intergovernmental agreement. That is our word, and we should honor it. I think the time for us to address these types of matters is when we adopt the budget. Rather than just accepting our budget packet and setting it aside, we need to look at items like this. There is no doubt about it we are going to be experiencing tough times but we don't need to be one of those governmental entities that backs out of an intergovernmental agreement. We've made our pledge and we should honor our pledge. I think when we adopt a budget we should know what is in there and work to either eradicate it or leave it.

Member Soeldner stated: Yes Mr. Chairman, I want to reiterate what you said. One of our discussions at Transportation Committee was the fact that we wanted to be sure the City of Bloomington would pony up on their part and we were assured that they had the mechanisms in place to do that. I think what we were kind of accusing them, what Mr. Segobiano said; not fulfilling your part of an agreement was what we are looking at possibly doing here, so I am in favor of this.

Member Caisley stated: We need to consider that this extension of the Constitution Trail would connect the Cities of Bloomington and Normal with a natural area in Funks Grove, which would be a likely destination for people who wanted to take a bike ride, and would be a considerable asset in terms of recreation for people who are cyclist. I happen to be a swimmer but the cyclist need recreational opportunities as well. This would afford a significant one.

Member Rackauskas stated: I understand Mr. Wendt's concern but I also agree with Mr. Segobiano, we have to keep our honor toward intergovernmental agreements. Also, because we are hitting hard economic times, I believe this is so important. We won't be able to take our families and go to longer destinations; we will have to find our recreation and entertainment within our own community. It is good for short term and long term use; I am very much in favor of this.

Member Wendt stated: You said there is \$360,000, would be the total, not the \$169,000? In other words the total match is going to be \$360,000?

Mr. Schmidt stated: It would be the 20% of the cost.

Member Wendt stated: The other point I would like to make, I would like to see a usage. Everybody likes the Performing Arts Center, Bloomington. We did a study of that, for every ticket that is sold in that fine arts center. The taxpayers of Bloomington are subsidizing those tickets by \$28.50. That's why I like to know the usage. We are talking about a bike trail, how many people are going to use it and what's the upkeep and stuff on it and are we getting in a situation where we are subsidizing activities of people at a high rate? I know in the City of Bloomington, when you think about the Coliseum, I think the ticket subsidy there is \$9.85 per ticket that's sold. So, I am concerned with that type of thing, we are asking other citizens to pony and subsidize other citizens activities.

Members Hoselton/Wollrab moved the County Board approve a Request Approval of Engineering Agreement - Historic Route 66 Bike Trail - *Hanson Professional Services*. Clerk Milton shows all Members present, except Member Wendt, voting in favor of the Motion. Motion carried.

**FINANCE COMMITTEE**

Member Owens, Chairman, presented the following:

**ILLINOIS DEPARTMENT OF TRANSPORTATION**

**CAPITAL ASSISTANCE  
APPLICATION**

May 2009

## INTRODUCTION

Required application items are listed on the attached checklist. The applicant will be advised of any missing or supplemental information required with respect to checklist items, or other supporting documentation. The Department considers the application as representing the applicant's intent to undertake the proposed project promptly if approved.

In the course of its review and evaluation of an application, the Department may require the applicant to submit additional information in support of the proposed project. When the Department is satisfied that all information necessary for evaluation of the application has been submitted, a final review will be undertaken. Projects will be judged on the basis of consistency with, and achievement of state and regional program goals and objectives, public transportation system needs, regional impact, and funding availability.

Once review of the application is complete, the Department will recommend its approval to the Governor. Upon approval by the Governor, the Department will process grant contracts for execution by the applicant and the Department.

## Application for Capital Assistance Grant

### Checklist

Instructions for this application are contained in Appendix F.

Below is a checklist provided to assist preparers of applications in meeting all of the requirements of the application process. All items are required unless otherwise indicated. Completed applications should be sent to the following address.

Director  
Illinois Department of Transportation  
Division of Public and Intermodal Transportation  
J. R. Thompson Center, Suite 6-600  
100 W. Randolph  
Chicago, IL 60601

Check List      Key: ✓ Item Enclosed    n/a Not Applicable

- 1. Completed Application Form
  - A. Project Description
  - B. Project Justification
  - C. Use of "Innovative/Green" Technology
  - D. Proposed Project Budget
  - E. Implementation Schedule
- 2. Public Notice (Appendix A and (B))
- n/a 3. Historic Preservation (Appendix C)
- 4. Opinion of Counsel (Appendix D)
- 5. Applicant's Governing Board Resolution (Appendix E)

**Note:** Include this checklist with the application submittal (indicate by cover letter items which are pending).

**State of Illinois  
Department of Transportation  
Division of Public and Intermodal Transportation**

**Application for Capital Assistance Grant**

Legal Name of Applicant		Date of Application
McLean County		June 15, 2009
Street Address, City, and Zip Code McLean County Law and Justice Center 104 West Front Street; POBox 2400 Bloomington, IL 61702-2400		
Contact Person	Title	Telephone Number
Mike Behary	McLean County Planner	309-888-5160
Laura Dick	SHOW BUS Director (Operator)	309-747-2454

McLean County hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

**A. Project Description (attach additional pages if necessary)**

1. Purchase (1) Medium Duty and (2) Super Medium Duty Paratransit Vehicles
2. Purchase Bus Radios
3. Purchase Computer Equipment

In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

McLean County \_\_\_\_\_  
Applicant

July 21, 2009  
Date

Matt Sorensen \_\_\_\_\_  
Name of Authorized Official

McLean County Board Chair  
Title

Matt Sorensen  
Signature

Alfred Milton  
Attest

B. Project Justification (attach additional pages if necessary)

Through an intergovernmental agreement, McLean County now provides service in DeWitt, Ford, Iroquois and Livingston Counties as well as providing service in non urbanized areas of McLean County. McLean and Iroquois Counties are the two largest counties in the state of Illinois. The following equipment will be used in provision of these services:

1. Purchase (1) Medium Duty and (2) Super Medium Duty Paratransit Vehicles: These vehicles will be used to replace (1) Light Duty (VIN 1FDWE35L33HB8076) and (2) Medium Duty (VIN 1FDXE45F5YHC01227 and VIN 1FDXE45F03HB88038) Paratransit vehicles that have met the IDOT funded Vehicle Replacement Criteria #1 of mileage.
2. Purchase Bus Radios: The fleet is currently equipped with bus communication/dispatch radios that were either purchased through small state capital grants in 2001 and 2002 (CAP-00-731-ILL or CAP-00-776-ILL) or they are equipped with rebuilt radios. These radios (and the related bus radios and hand held supervisor radio) are obsolete, and other than the few that have been rebuilt, they are well beyond their useful life. The radios are critical in maintaining safety and responsiveness over the extensive area served.
3. Purchase Computer Equipment: Due to a lack of small capital funding, aging computers have been replaced out of funds badly needed for operating costs. Due to the aging of equipment, expanding service needs (increased routes, increased service area, increased need to track and document in house maintenance, need to ensure accessibility through enhanced technology of a client-friendly website) the investment in computers is critical to maintaining a high level of safe and efficient service.

C. Use of "Innovative/Green" Technology

Please describe by project the use of innovative or green technology to be incorporated into the project.

1. The vehicles will be purchased through IDOT's Consolidated Vehicle Procurement program. IDOT considers innovative and green technology in the construction of these vehicles as much as economically possible. Obviously, public transportation is, by its nature, supportive of green technology
2. The "next generation" radios meet Project 25 standards, are Analog/Digital and are enabled to upgrade to the next generation of IP based mobile applications.
3. Computers continue to be critical to broad based social innovations. A few of the newer technologies that will be accessed include:
  - a. Vehicle maintenance needs tracked with nearly real time responsiveness
  - b. Website maintenance allowing access by a variety of adaptive software for those with communication barriers
  - c. Nearly real time tracking of service requests

D. Proposed Project Budget

Activity	TOTAL	Federal	State	Local	Estimated % of DBE Participation*
Purchase of (1) Medium Duty and (2) Super Medium Duty Paratransit Vehicles	\$255,000	\$255,000			
Purchase Bus Radios	\$40,000	\$40,000			.07%
Purchase Computer Equipment	\$10,000	\$10,000			.07%
<b>TOTAL</b>	<b>\$305,000</b>	<b>\$305,000</b>			

\* Not applicable for any rolling stock purchase.

D. Implementation Schedule
----------------------------

Implementation Schedule - Show anticipated contract obligations and cash disbursements by fiscal quarter after project approval. Percentages may be used, but please include dollar amounts as well.

Fiscal Quarter <i>(Example: 2009 1<sup>st</sup> Quarter)</i>	Major Activity Initiated	Contract Obligations	Cash Disbursements
1 <sup>st</sup> Qtr after ___	Vehicles will be ordered once the grant contract is awarded. Delivery expected within one year of the grant contract date.	\$255,000	_____
1 <sup>st</sup> Qtr after ___	Bus radios will be bid, awarded	\$40,000	_____
award	_____	_____	_____
1 <sup>st</sup> Qtr after ___	Computers will be bid, awarded	\$10,000	_____
award	_____	_____	_____
2 <sup>nd</sup> Qtr after ___	Bus radios will be purchased	_____	\$40,000
award	_____	_____	_____
2 <sup>nd</sup> Qtr after ___	Computers will be purchased	_____	\$10,000
award	_____	_____	_____
3 <sup>rd</sup> Qtr after award	Vehicles will be delivered	_____	\$255,000
_____	_____	_____	_____

## Appendix B: Public Hearing Notice

### COUNTY PUBLIC TRANSPORTATION NOTICE

- I. Notice is hereby given that a public hearing will be held by McLean County on July 21, 2009 at 9:00 A.M. in Room 400, Government Center, 115 E. Washington St. Bloomington, IL concerning a Capital Assistance Grant Application for Improvements to McLean County Non Urban Public Transportation Service in DeWitt, Ford, Iroquois, Livingston and McLean Counties for the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to its Capital Grants Program. The project is generally described as follows:
  - A. Project Description: To purchase two super medium duty (22 passenger each) and one medium duty (14 passenger) passenger paratransit vehicles to be used in the provision of rural public transportation. The total cost of the vehicles is projected to be \$255,000. To purchase bus radios and computers to be used in the provision of rural public transportation. The total cost of the bus radios is projected to be \$40,000 and the total cost of the computers is projected to be \$10,000.
  - B. Relocation: Relocation Assistance will not be required.
  - C. Environment: This project is being implemented to minimize environmental impacts.
  - D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.
  - E. Elderly and Handicapped: All new facilities included in this project will be accessible to the elderly and handicapped.
- II. At the public hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic, and environmental aspects of the project. Interested persons may submit orally or in writing evidence and recommendations with respect to said project.
- III. McLean County requests that any hearing impaired person wishing to attend this Public Hearing notify Mike Behary (phone 309-888-5160) at least one week before the scheduled hearing date so that arrangements can be made to provide an interpreter.
- IV. The application is available for review in Room M102, Government Center, contact Mike Behary, Planner phone 309-888-5160.

## Appendix D: Opinion of Counsel

### Opinion of Counsel

I, the undersigned am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for McLean County. In this capacity, my opinion has been requested concerning the eligibility of McLean County for grant assistance under the provisions of the Civil Administrative Code of Illinois [20 ILCS 2705/49 et seq.]. You are hereby advised as follows:

1. McLean County is an eligible recipient as defined in state regulations.
2. There are no provisions in McLean County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit McLean County from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit McLean County from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that McLean County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Signature:   
(Attorney's Name)

Attorney for: McLean County

Date: 6/24/09

Appendix E: Governing Board Resolution

Resolution

No. R09-044

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation assets is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation's authority to make such Grants, makes funds available to offset certain capital costs of providing and improving public transportation assets; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation capital costs of McLean County.

Section 2. That the County Board Chair (or in the absence of the Chair or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 3. That the County Board Chair (or in the absence of the Chair or by the Chair's request, the Vice Chair) of McLean County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation in connection with the aforesaid application for said grant.

Section 4. That the County Board Chair (or in the absence of the Chair or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

PRESENT and ADOPTED this 21st day of July, 2009

ATTEST:

Peggy Ann Milton  
County Clerk  
McLean County, IL

APPROVED:

Matt Sorensen  
Chair  
McLean County Board

Members Owens/Hoselton moved the County Board approve a Request Approval of an Application for Capital Assistance to the Illinois Department of Transportation for SHOW BUS to provide Rural Public Transportation in McLean, Livingston, Ford, Iroquois and DeWitt Counties - Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

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

WHEREAS, the County Clerk has recruited a candidate with skills, knowledge and experience above the minimum required for the position of Office Support Specialist II in the Elections Program, upon the resignation of the incumbent; and,

WHEREAS, the County Clerk has requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy in order to adequately and competitively compensate the person she has chosen for this position ; and,

WHEREAS, the Finance Committee, at its meeting on Wednesday, July 1, 2009, recommended approval of the request of the County Clerk to offer a salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of Office Support Specialist II in the Elections Program; now, therefore,

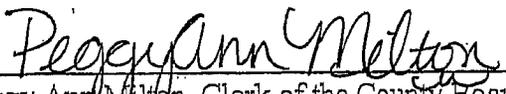
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

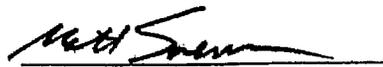
- (1) That the County Clerk is hereby authorized to offer a starting salary above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate recruited to fill the position of Office Support Specialist II in the Elections Program.
- (2) That the County Clerk is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the County's adopted Personnel Ordinance and Policy to the candidate to fill the position of Office Support Specialist II in the Elections Program.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Clerk's Office, the County Treasurer, and the County Administrator.

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

Members Owens/Cavallini moved the County Board approve a Request Approval of a Resolution of the McLean County Board Authorizing the County Clerk to Offer a Salary above the Starting Maximum Salary Permitted under the County's Personnel Ordinance - County Clerk's Office.

Member Owens stated: I know that there will be some discussion on this. The only reason we have it on there as an executive session is if it goes into discussing the person we would be hiring. We would then need to go into executive session, stating names and various qualifications. Some people have had discussions not related to this person, I will not go into executive session unless it is needed or if any other Member wants to towards the end of the discussion. At this time I will reserve my comments until the end of others.

Chairman Sorensen stated: Question, comments, or discussion on the item?

Member O'Connor stated: Once again we are asking to go over the salary schedule. We have a salary schedule in place, the taxpayers of this County expect us to be paying on that salary schedule. Every time we go over this, it is my feeling we are not doing our best job for our taxpayers because we are asking them to pony up again, and add more tax dollars into a salary schedule that is supposed to take care of hiring people. If we cannot hire people at this rate we need redo that salary schedule, we need to visit it and figure out what is wrong with it. I am going to vote no, I think we have a problem here with this salary schedule. This is what, five times in four months that we are coming in and doing this? There is obviously a problem.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member Wendt stated: I want to back up what Sondra O'Connor said. We are setting a precedent. This is the fifth time, and I am going to vote no on it. We are setting this precedent where anytime someone wants to hire someone they can come to us and ask us for higher amounts outside the scale. If the scale is wrong we should up the scale. During these economic times I don't think that upping salary schedules is really necessary.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member Wollrab: My experience in human resources and as a compensation manager, is that there are times when it does warrant hiring people above a minimum of a pay grade. That then depends on the specifics of that person's skills and ability. I would move that we would go into executive session.

Members Wollrab/Hoselton moved the County Board go into executive session.

Chairman Sorensen stated: We have a motion to go into executive discussion to discuss this personnel matter. Other questions, comments, or discussion on the motion to go into executive session?

Member Segobiano stated: My only question, and a matter of information. I don't think we are here, at least I don't think we are here to discuss personnel or personality. We are here to discuss the position. I think we have to extract the names of any individual or any Department Head when we come to a situation like this. We are simply talking about paying a position. So if we are going to go into executive session to talk about a person that should have been identified in the minutes but we are here talking about paying a position and that would apply to anybody at any time. Just as a comment in regards to Sonny, that was mentioned in Executive Committee when this issue came up. We need to revisit the personnel policy.

Chairman Sorensen stated: Other questions, comments, or discussion on the motion to go into executive session? Requested roll call, for clarification, this request to go into executive session includes County Administrative staff, State's Attorney's staff, and the County Clerk's staff.

Clerk Milton shows O'Connor - nay, Member Owens - aye, Member Rackauskas - aye, Member Rankin - nay, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - aye, Member Wollrab - aye, Member Caisley - nay, Member Cavallini - aye, Member Hoselton - aye, Member McIntyre - nay, Member Moss - nay, Member Nuckolls - nay, Chairman Sorensen - nay. Motion fails eight to seven.

Chairman Sorensen stated: We are back to the original motion. Other questions, comments, or discussion?

Member Owens stated: Thank you Mr. Chairman. Several comments on this, I'd like to thank the Members for the various comments they've made and their thoughts on this. I have always looked at these from that we have a position but we also need to take a look at, as Member Wollrab has stated, a lot of times we need to take a look at the people that are filling these positions. Again, this instance is one that is very well warranted because this person that is going to be hired has very good and a number of years of experience in the areas that this person is going to be hired for.

I also wanted to applaud the Clerk, she did go out and did look at other postings on this job position, had other applicants, and looked at those applicants compared overall and at the end of the day her decision was that she would like to hire this position. We could probably hire someone at that rate but then we would have this kind of experience in the election area and the election area side of the Clerk's office is very specific. We have had, I believe, Ms. Nelson and the County Clerk have sent me some information. In the tenure that Ms. Milton has been County Clerk there have been at least six people that have held that position and the majority of them are only for about two to three years. It is a very high demanding part of the job, a lot of overtime, and it takes a lot of sacrifice. People that have not had the elections experience have posted and have hired for that job, it seems like they can only work on it for so long and they get burnt out. I know some that have held there for a while have moved away with family or they wanted to start a family so therefore, that is some of the history behind this.

This person that the Clerk is wanting to hire does have that experience, knows what the job is going to entail, knows the long hours that it is going to take, is up and current with all the election laws and information that this person would need to know. The only curve on this, as to being taught anything, would be the other aspects of the office of the County Clerk. There would be in my understanding any type of job orientation for the election part. So again, we look at this and that is why a lot of these and all of this that have been passed have had merit as to why we have had to do this. In the past since July 2008, there is a handout at our spot that I want to thank the County Administrator for doing. This will be the number six, if you look at from July to July. This will be our sixth time of doing this, and a majority of these are because of offering early retirement and that the people who have had to fill these positions have lost years of experience from the County but also we are wanting to heir people that have a very good amount of expertise in these areas and a lot of good years and job knowledge of the positions they were filling. The classification on having to train someone of these areas was very, very little.

I also wanted to talk to Mr. Wasson today. In about the last ten years the majority average that this Board does this is three times a year. Back in 2006 it was the highest and actually there were eight that year. I don't know the reasoning behind it, but generally every year we do an average of three of these. We are seeing a lot of this right now because of early retirement that we have offered and we have still been able to save money hiring some of these people above maximum starting salary.

I think we need to look at it on the merits, I think the Clerk has done her job. She has shown just cause to the Finance Committee and we did go into Executive Session, afterwards it came out four to one, with one Member absent. Again, I want to thank her for her diligence and going through the process, and posting the job as well, and I'd like to thank the Administrators Office for their assistance with the Clerk and with myself in getting the information and the history as to doing these maximum salaries. I know there is going to be some discussion of wanting to look at the personnel ordinance. I don't think this is the time nor place here, I would ask that be placed on the Finance Committee agenda for next month as a discussion item, and I invite any and all Board Members to that meeting and we can fully discuss that. I think this though right now, we need to take this issue as it is presented and we can move on at least this aspect, taking this request at this time and then look at our salary structuring next month in Committee.

Member Segobiano stated: Thank you Mr. Chairman, I would have to respectfully disagree with my good friend Ben Owens because I think this is the time to discuss the personnel issue and if it needs to be referred to the Finance Committee after our discussion here today, so be it. You know, a moment ago I talked about how we have an intergovernmental agreement and we need to honor that. We adopt a budget and we certainly need to honor that to the best of our ability. When we go to the taxpayers with an adopted budget, we have established salary structures in that budget. Once again, I want to emphasize that this has nothing to do with the process that the Department Head took or the individuals being recommended for this. At some point in time we need to look at what the law says, the law says, we must establish a salary for every elected County Board Member that comes on before their election. The law says that we must establish a salary for any office holder who is elected before their election. So we are being told that if someone is being elected, we have to establish their salary as well as our own before an election. We do the same thing when we adopt a budget, we establish salaries. It goes back to the personnel policy, if it is wrong we need to look at it. Mr. Wendt, a moment ago, mentioned the fact that we are in tough economic times and I agree with him. At sometime point in time we have to address that issue, now we have an intergovernmental agreement, and I disagree with Mr. Wendt on that, we need to honor that. He brings up a very good point; we have people here in McLean County now that are being unemployed that we have never seen before. We have an obligation as stewards of the taxpayer's dollars that we need to take a hard look at this, we have adopted this salary to this position and I think we need to honor it and honor the taxpayers that have put us here to be the stewards of their money. We are not denying anybody a decent salary, I'm sure we would not be here today talking about it if it was some custodian employee who was being offered the starting salary, so be it. Or a filing clerk in one of these offices, so be it. I know there are positions in county government that need some expertise, but I would hope that in the absence of that person that holds that job, that there have been cross training in these departments that can step in and fill that position. I am going to vote no against this because if we've done it six times in the past, it is time that we stop that and time that we say this is what the job is worth and this is what we are willing to pay.

Member Hoselton stated: Ben made the comment of a great deal of overtime. Does this position, do we pay that overtime or is it a salary position that their performance is taken for what the job requires?

Mr. Lindberg stated: It's a non exempt position so it would be eligible for overtime.

Member Rackauskas stated: Thank you Mr. Chairman. What is the difference in salary between the different steps here that we are proposing, the annual salary? I didn't see the number in the report.

Mr. Lindberg stated: It would be approximately \$4 per hour, \$8,000-\$9,000 annually.

Member Rackauskas stated: So that's 20% difference? When the job was posted, do we post salaries when we are looking for job applicants?

Mr. Lindberg stated: We post the range.

Member Rackauskas stated: The range, so this number is within the salary range.

Mr. Lindberg stated: This number is within the salary range. Your personal policy gives a 5% latitude across the entire range for all positions except those that are on the, it's called the impacted position list, positions that are traditionally difficult to fill, technology, legal, and medical positions. They have latitude of up to 40% of the range. Many pay systems give the employer the hiring latitude up to 50% or the midpoint, ours does not, ours is a conservative system and the normal latitude is the first 10 steps which represents 5% of the range. We do have a policy of bringing these requests when we find somebody who's uniquely qualified by virtue of education, experience, or some other aspect, that we bring these exceptions to the Board. Ninety-eight percent of the time, as my memo suggests to you, 98% of the time the system the system works, we hire within those ranges. Occasionally we find a situation where it makes sense to go above those ranges; this is one of those cases.

Member Rackauskas stated: So, if I understand correctly then, when the job was posted it was posted that they could be up to like \$20 an hour. I just wanted to make sure we are not leaving out then, if it was posted with its old salary maybe there would be people who had just as qualified, that they wouldn't apply because it is a lower price range. Thank you very much.

Member Lindberg stated: The entire pay range is listed on the posting.

Member Sorensen stated: As a point of clarification one, this dollar amount is within the range that we as a program have decided this job is worth and this compensation level does not require a budget amendment. Which means we have budgeted at least this many dollars for this job in the planning process.

Member Lindberg stated: When we budget salary dollars we never know exact step somebody is going to be hired at, we don't know the exact amount of merit adjustment they receive during the year, and we don't know what kinds of time periods we might have during the time an employee leaves a position and another employee is hired in the position. So the sum of all those matters means that the salary projection we make in the given budget year, which we are doing now, should carry us through December of 2010, is not going to be spot on. In this case this position could be brought at the proposed pay level and it would not require a budget amendment for all those reasons.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member Caisley stated: This position has been characterized by a lack of continuity and consistent employment of people in this position and we have here, we also have had a problem that there has not been a full level of cooperation between the Board of Election Commissioners of the City of Bloomington and the election division of the County Clerk's office. This person is coming from the Board of Election Commissioners.

Chairman Sorensen stated: Member Caisley, in order to talk about that level of detail, I think executive session is probably appropriate.

Member Caisley stated: I'm just pointing out that this could bring about a greater degree of cooperation and parallel procedures between the Board of Election Commissioners and the County Clerk's office election division and I think would be very valuable to consistent application of the election laws across all of McLean County.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member O'Connor stated: Okay it is my understanding that this is within the range but it is beyond where we would normally hire someone into this position, is that correct? Okay, well my other comment is, I know in our community we have people out there with MBAs that are looking for entry level positions because jobs are hard to find. I cannot believe that we have to pay above in order to get the expertise that we need. I think there are people out there, if we look hard enough we would find them.

Member Wendt stated: You mention \$9,000 it would cost us additional for this person, the standard number of hours. In the past how many hours is this particular position required in overtime during the year? With this increase we are not just talking about \$9,000, we are talking about \$9,000 plus whatever additional overtime is generated by this position. When we are paying the overtime, we are paying the extra money.

Chairman Sorensen stated: About the same amount as the person who had the job before, who was being paid more.

Member Wendt stated: So what we are talking about is \$9,000 over the entry level plus whatever that would be additional, which would be substantial in the overtime.

Mr. Lindberg stated: I don't know that there is an ongoing and repeating pattern of overtime that would be a management decision within the office. I couldn't give you a number of hours that are required of overtime. It would vary according to what is going on with that particular election cycle. For example, 2009 is a low point in the election cycle, 2010 is a different kind of year because of Congressional Elections, and the time varies from year to year.

Chairman Sorensen stated: Just as a point of reference, PeggyAnn just mentioned to me and she is comfortable with me sharing, in her office it is not uncommon for people to take comp time especially those that work within the election cycle. They accumulate time during the election cycle then they take some time off after the election, so, for what it's worth. Other questions, comments, or discussion?

Member Segobiano stated: As a matter of information, if this were to pass and this position gets a \$9,000 increase, when we go into the budgeting process this person's also going to be eligible

for what the County extends to all employees for pay raise plus merit increase. Is that not true?

Mr. Lindberg stated: That's true with one difference, if someone is hired in the normal starting range, that being between steps one and ten; they are eligible to be considered for an evaluation and a merit in six months. If somebody is brought in above that normal starting range their eligibility for evaluation and merit occurs 12 months after the hiring date.

Member Segobiano stated: So are you saying that if this were to pass this person would not be eligible, or that position would not be eligible for a merit increase?

Mr. Lindberg stated: It would be 12 months from the time of hire.

Member Moss stated: We haven't done much discussion about the duties of this person, the job requirements. Can somebody maybe give us some kind idea of what those skills are? Are we talking about something that is that specialized? Or can we hire somebody off the street and stick them in there?

Chairman Sorensen stated: If there are no concerns from Members of the Board, I am going to ask that PeggyAnn Milton address.

Ms. Milton stated: The Elections Administrator is responsible for literally administering the election for McLean County. That starts from making sure the election judges are trained, deputy registrars are trained. With HAVA 2002, there were a lot of election changes and we are now required to do diagnostics on our equipment, do lock and load, and various very technical issues associated with the election. Also, the election rules are constantly changing and you have to have a solid foundation of the current rules in order to implement the new ones. We just recently picked up having to be the canvassing board for all of the local elections, prior to that the local entities did their own canvassing, now the Elections Administrator is responsible for that. The responsibilities for the position have drastically increased in the last ten years and the salary that is being proposed is reasonable from our perspective. Obviously I can't talk about individuals, but the learning curve for the elections position is huge. It's not something like a standard job where you can come in and learn it, and it's stagnant and you know those responsibilities. It's a moving target. You do not learn the entire elections cycle until you have experienced four to eight elections because the different cycles and rules associated with each. So the Elections Administrator is responsible for a vast majority of statutory and administrative responsibilities for the election. To ensure a proper and fair election it is imperative that we have someone that is well trained, experienced, and versed in the issues associated with elections. We have a General Primary Election coming up in February and also in November. It would be in our opinion, and after discussing with the Administrator's Office, prudent to hire this position as presented to the Board. The position is very, very detailed and like I said requires a lot of statutory understanding and deadlines. So, it's from start to finish, everything you see at the polling place that person handles with the assistance of a deputy.

Member Rackauskas stated: Thank you Ms. Milton. I think it is important for us to realize the expertise is maybe and is definitely necessary in this position, only because if something goes wrong in an election it can cost our County a great deal of money. So we have to be very wise how we spend our money. Along with Mr. Segobiano I'd like to watch our pockets very carefully. But I think we have to be wise how we spend it so we don't get an inexperienced person in there that doesn't have the training. Like Ms. Milton said, if you need that many cycles of elections to be knowledgeable a costly election mistake for the County, I wouldn't want to face.

Member Soeldner stated: Thank you Mr. Chairman. I would like to voice my support on Member O'Connor and Member Wendt's concern of the fact that we are going back to this process seems monthly or every couple of months. Although, I do feel that we need to make sure that our Elected Officials have our support and have the opportunity to make decisions on their own. I assume that the Clerk and Administration has had an opportunity to see that this does fit into the budget. I feel like we should go ahead and approve this motion.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member Rankin stated: I feel that there are two questions that are going on here. One we have the market side of the policy making process, we have the Administration suggesting that this is a rare occurrence this is something that we feel we continue to come back to this, at least in this situation, fairly frequently this is portrayed as a necessary evil. In order to do business, that basically what I am hearing is this is the cost of doing business and sometimes we have to step outside of this. On our side, I think it becomes for the County Board a political question. Of at what point in time do we put our foot down and suggest that no longer we are going to tolerate just any Elected Official turning around and suggesting that they can step outside the of the pay scale. I think there are two things going on here and who do we listen to. I think that there are two very difficult questions. One, I obviously agree with Members O'Connor and Wendt, and Member Segobiano, that we need to hold our Elected Officials accountable, that they need to stay within a pay scale, but at the same time what are the costs to us if we do not do this. I think those are the major questions that we need to ask ourselves.

Member Cavallini stated: I think it is possible to be penny wise and dollar foolish. In this circumstance I feel that it is a good use of our funds to look at this particular position and in light of what Ms. Milton has said, to me it seems like we are asking and expecting whoever holds this position to do a great deal of work on a part of the County. I agree with Ms. Rackauskas that we would not want to have mistakes made if we can possibly avoid that. On the other hand I am very sensitive to the fact that we do need, I think to somehow extricate ourselves form a pattern that does seem to be developing. I agree with Mr. Owens that once we decide this one particular issue here on this position that we do need to come to the Finance Committee and take Mr. Owens invitation to arrive there and to discuss very thoroughly what seems to be developing as a patter. Whether it is caused by early retirement or whatever seems to be triggering it, we do need to look at it.

Chairman Sorensen stated: Other questions, comments, or discussion?

Ms. Milton stated: I respect the salary structure and I have held position in this County for 17 years, in three different departments and have not once asked for a salary adjustment above the scale because I have absolutely respected the positions. So, I don't want you to be of the impression that it was a flippant decision. I have thoroughly, like I said, respected the salary structure and have done everything to stay within it. There are times when if you can gain experience even more than my own, that would be, as I look at it, a blessing to the County. I felt it was important to propose this and would not have done it without the support of the Administrator's Office. It's just a humble request and I would hope that you would consider it.

Member Caisley stated: We have to remember that we are not considering an amendment to the budget and increasing the salary expenses of the County Clerk's Office. This could be done within the existing appropriation without a budget amendment.

Member Wollrab stated: The reason I requested that we go into the executive session was to hear about the specifics about this person's qualification and understand more about the positions requirements. I guess in the course our conversation here I've been satisfied that this is in fact a complex job and perhaps accidentally we have heard the person filling the job apparently has current and on the job knowledge of how this position should function and is very well steeped in the election rules and law. My concerns about this salary have been placated. In order to get people who are well qualified and experienced sometimes you have to pay more than minimum salary to get those people and I support this.

Member Moss stated: I think we need some perspective as Mr. Lindberg's memo says, the County hired or promoted 235 employees from July 1 '08 through June 30 '09. Two of those we promoted the Assistant to be the Director because of a concern of overtime pay that the person was losing in their previous position. If I am not mistaken the Health Department Director, even though he received a pay raise, still makes less than his predecessor. So you're looking at the County Recorder position and the State's Attorney position that were hired equal to the former incumbent or another employer was paid. I'd also point out as we've said before, that Mr. Lindberg said, that the 98% level indicates that our compensation system is working well. I think you have to take these exceptions in perspective and talk about what exactly is involved in the reasoning for the pay.

Member O'Connor stated: Okay I understand all the reasoning that we need this expertise, yada yada yada. My bottom line is when do we stop making the exceptions when do we say we are here to save the taxpayers money, yes this may fall within the budget, but if we don't hire beyond the salary schedule wouldn't we in deed be saving money for the taxpayers of McLean County? I guess that is where I am coming from.

Member Owens stated: Thank you Mr. Chairman. I wanted to go off of what Member Moss had said, and thank you Terry for the information here. To me as looking at our structure, if we have a 98% rating that the policy is working, is 98% I think that is an extremely good indicator that it does work as stated. I would say if that was anywhere between 85% and 88% I would say yes, that is something that should give us cause and maybe it should be examined a little more thoroughly. That is my personal thought, and again, I'm not opposed to Members who want to have a discussion on this, I am not opposed to having this on the Finance agenda and discussing it. My personal prospective is, for the years I have been on Finance, I've always looked at these based on the merits. Ninety-eight percent of the time our policy is working. If it was below 90% then I would say is something that would give us cause. Again, if we would like to discuss this at Finance I am not opposed to it. If it's discussed my mind could be changed but as of now, it is working well and we can move forward with the various businesses of the personnel policies.

Chairman Sorensen stated: Other questions, comments, or discussion? Call to question, I suggest a roll call is in order. Clerk please call the role. A yes vote supports the request coming from the Clerk's Office as forward by the Finance Committee; a no vote denies the request. Please call the role.

Clerk Milton shows O'Connor - nay, Member Owens - aye, Member Rackauskas - aye, Member Rankin - nay, Member Segobiano - nay, Member Soeldner - aye, Member Wendt - nay, Member Wollrab - aye, Member Caisley - aye, Member Cavallini - aye, Member Hoselton - aye, Member McIntyre - nay, Member Moss - aye, Member Nuckolls - nay, Chairman Sorensen - aye. Motion passes nine to six.

Chairman Sorensen stated: The County Board is entirely in control of these policies. In other words, there are other county boards that never see these kinds of requests unless they require a budget amendment, so in those cases their Boards have said our level of involvement comes when the dollars need to be adjusted from a budget perspective. I would suggest to you that this Board would have seen none of these requests this past year had that been our policy. This policy is completely within our control, as Chairman Owens of the Finance Committee has suggested, maybe this is an appropriate topic to revisit, the policy in general at the Finance Committee. I would encourage Members to contact him if they would like to see that happen.

Member Owens stated: The General Report can be found on pages 118-127. I would like to thank the Members for their discussions and for all the information that has been put forward. Thank you.

JUSTICE COMMITTEE

Member Rackauskas, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2009  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Coroner's Office 0031

WHEREAS, the McLean County Board, on November 18, 2008 adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Coroner's Department 0031; and,

WHEREAS, during the 2008 Fiscal Year, the Coroner's Office received a grant of funds in the amount of \$4,415.00 from the Death Certificate Surcharge Fund and provides that funds may be used to purchase equipment for the Coroner's Office; and,

WHEREAS, pursuant to 410 ILCS 535/25.5, Department of Public Health Death Certificate Surcharge Fund Grants must be used by local county coroners and medical examiners or officials charged with the duties set forth under Division 3-3 of the Counties Code, who have a different title, for equipment and lab facilities purposes only; and,

WHEREAS, the Coroner's Office was not able to complete this grant funded expenditure during the 2008 Fiscal Year and now seeks approval to amend the 2009 Fiscal Year Combined Annual Appropriation and Budget Ordinance in order to appropriate the 2008 grant funds and recognize the expenditure incurred in the 2009 Fiscal Year; and,

WHEREAS, since the 2008 grant funds were not expended during the 2008 Fiscal Year, the 2008 Funds, as of December 31, 2008, have been added to fund balance in the General Fund; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, July 7, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the 2008 Death Certificate Surcharge Fund grant funds; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office Department 0031 the following revenue:

Unappropriated Fund Balance	
0001-0031-0038-0400,0000	\$ 4,415.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office Department 0031 the following expenditures:

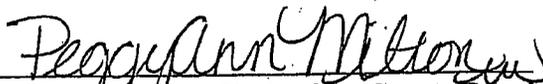
Clothing 0001-0031-0038-0601.0001	<u>\$ 815.00</u>
Operational/Office Supplies 0001-0031-0038-0620.0001	<u>\$ 400.00</u>
Non-Major Equipment 0001-0031-0038-0621.0001	<u>\$ 500.00</u>
Software License/Maintenance Agreements 0001-0031-0038-0750.0004	<u>\$ 2,700.00</u>

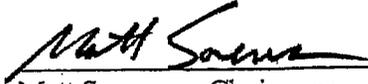
3. That the County Clerk shall provide a certified copy of this ordinance to the Coroner, County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County 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

BA\_COR\_DCSFUND06292009.JUS

Members Rackauskas/Rankin moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Coroner's Office 0031. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE

Member Rackauskas, Chairman, presented the following:

AGREEMENT

This amendment, dated July 21, 2009 amends an Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated November 20, 2007 and amended January 20, 2009.

All terms and conditions of the amended Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated November 20, 2007 and January 20, 2009, remain the same, except for the following:

RECITALS

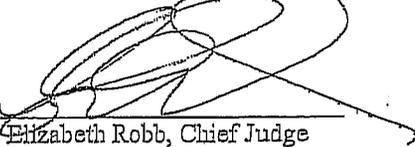
4. Compensation of Foundation. For the services provided from January 1, 2009 through December 31, 2009, the Foundation shall be paid as follows:

\$37,800 for the period commencing January 1, 2009 through and including December 31, 2009, payable in quarterly installments as follows: \$10,650.00 on March 31, 2009; \$10,650.00 on June 30, 2009; ~~\$8,250.00 on September 30, 2009;~~ and ~~\$8,250.00 on December 31, 2009~~ and monthly installments of \$2,750.00 payable in advance on or about the first day of each month from July 1, 2009 through December 1, 2009.

5. Term and Right of Termination. This Agreement shall commence upon its execution by the parties and shall expire at midnight on December 31, 2009. The Agreement may be terminated by any party upon 30 days written notice to the other parties. In such event, the Foundation shall continue to operate the Project and be paid pro rata for all services completed under this Agreement through the date of termination.

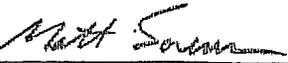
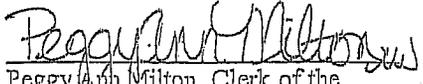
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CHILDREN'S FOUNDATION, ELEVENTH JUDICIAL CIRCUIT COURT,

By:  By:   
~~Lisa Pieper~~, Program Director Elizabeth Robb, Chief Judge  
Lisa Pieper

COUNTY OF McLEAN,

ATTEST:

By:  By:   
Matt Sorensen, Chairman Peggy Ann Milton, Clerk of the  
County Board of McLean County, County Board of McLean County,  
Illinois Illinois

Members Rackauskas/Cavallini moved the County Board approve a Request Approval of an Amendment to the Agreement between the Eleventh Judicial Circuit Court, the County of McLean and the Children's Foundation - Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Rackauskas stated: The General Report can be found on pages 131-138.

## REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: Thank you Mr. Chairman, I am reminding Members that the Annual County Picnic is this Thursday. Dinner will be served promptly at 6:00 p.m. You are all invited to attend, if you have not made reservations in advance I think we can squeeze you in. We welcome your attendance.

I also wanted to remind you that immediately following this meeting there will be a workshop conducted by the Civil Assistant Hannah Eisner, her and Pablo Eves regarding Parliamentary Procedures and how they affect County Board Meetings and Committee Meetings. It's expected to last 30 minutes or less and you are all encouraged to attend.

### OTHER BUSINESS AND COMMUNICATION

Chairman Sorensen stated: At this point in time, I will read a statement: Pursuant to Illinois State Law, I am hereby notifying the McLean County Board and the Public that a vacancy exists in the position of County Auditor. As a result of the resignation and Retirement of Jackie Dozier effective July 31, 2009. In accordance with the rules of the McLean County Board, written applications and resumes must be submitted to the office of the County Administrator by noon on Thursday, September 3, 2009. Applicants for the vacant position must be residents of McLean County and must meet all the qualifications for holding public office. Each applicant must provide evidence in the political party as the person whom the applicant proposes to succeed. At the Executive Committee Meeting on Tuesday, September 8, 2009 all eligible applicants will be invited to address the Committee. At the September 15, 2009 County Board Meeting I will recommend an appointment to fill the vacancy of County Auditor, subject to the approval of the Board. Please be advised that since there are more than 28 months remaining in the term of the vacant position of County Auditor, the individual appointed to fill the vacancy will serve until the first Monday in December 2010. They will also be required to stand for election, in the General Election to be held on the first Tuesday after the first Monday in November 2010, if the person desires to continue in the position until December of 2012, the current end date of the current term.

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

MCLEAN COUNTY BOARD COMPOSITE

July 21 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$374,107.69	\$374,107.69
Finance	\$21,904.39	\$785,403.96	\$807,308.35
Human Services	\$135,813.95	\$433,027.59	\$568,841.54
Justice		\$1,923,923.50	\$1,923,923.50
Land Use		\$17,305.20	\$17,305.20
Property		\$1,718,303.77	\$1,718,303.77
Transportation		\$721,224.40	\$721,224.40
Health Board		\$452,813.78	\$452,813.78
Disability Board		\$51,269.98	\$51,269.98
T. B. Board		\$23,005.72	\$23,005.72
<b>Total</b>	<b>\$157,718.34</b>	<b>\$6,500,385.59</b>	<b>\$6,658,103.93</b>



Matt Sorensen, Chairman  
McLean County Board

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

The meeting was adjourned until August 18, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:15 a.m.

\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21 day of July, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 11<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk