



EXECUTIVE COMMITTEE AGENDA  
Room 700, Law and Justice Center

**Tuesday, March 9, 2004**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – February 10, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:

McLean County Economic Development Council  
Ms. P.A. "Sue" Berglund  
1019 East Olive Street  
Bloomington, IL 61701  
Re-appointed to a three-year term scheduled  
to expire on April 1, 2007

APPOINTMENTS:  
None

RESIGNATIONS:  
None
      - b) Request Approval of a Resolution of Congratulations  
for Calvary Baptist Academy Junior High School Boys'  
Basketball Team for winning the State Championship

- 2) Items to be presented for Information:
  - a) Information Services General Report 1
  - b) General Report
  - c) Other
  
- B. Finance Committee – Chairman Sorensen
  - 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Annual Appropriation and Budget Ordinance for Fund 0107 – Health Department 2-3
    - b) Request Approval of Service Agreement with Illinois E-Pay to provide Credit Card Services for Payment of Property Taxes - County Treasurer's Office 4-17
  - 2) Items to be Presented to the Board:
    - a) Request Approval of an Amended Nursing Home Liability Insurance and of a revised Agreement for Insurance Brokerage Services – Risk Management Department 18-25
    - b) Request Approval of Proposed Collective Bargaining Agreement between the Laborers Local 362 and McLean County for the Telecommunicators at MetCom
    - c) General Report
    - d) Other
  
- C. Justice Committee – Chairman Renner
  - 1) Items to be Presented for Committee Action:
    - a) Request approval of an Illinois Department of Nuclear Safety Grant for Fiscal Year 2005 – E.S.D.A. Department 26-31
  - 2) Items to be Presented to the Board:
    - a) Report of Cost of Certain Sheriff Fee Services from MAXIMUS, Inc. – Sheriff's Department 32-58
    - b) Request approval of Contract Agreement between McLean County E.S.D.A. Department and Mr. Eric Hodges – E.S.D.A. Department 59-62
    - c) General Report
    - d) Other

- D. Land Use and Development – Chairman Gordon
- 1) Items to be Presented to the Board:
    - a) Request Approval to reinstate the Preliminary Plan for the Prairieland Subdivision, File No. S-00-11, contingent upon removal of all inoperable Vehicles and construction equipment currently on site by March 16, 2004  
*(This item to be considered at a Stand-up Committee Meeting prior to the Board meeting on March 16, 2004)*
    - b) General Report
    - c) Other

- E. Property Committee – Chairman Bostic
- 1) Items to be Presented to the Board:
    - a) Recommend Approval of Contract Agreement with Kajima Construction Services for Renovation and Restoration of Dome and Roof Areas of the McLean County Courthouse – Facilities Management Department
    - b) Recommend Approval of Proposed Financing Agreement between the Public Building Commission of McLean County and McLean County for Renovation and Restoration of Dome and Roof Areas of the McLean County Courthouse
    - c) General Report
    - d) Other

63-84

- F. Transportation Committee - Chairman Bass
- 1) Items to be Presented to the Board:
    - a) Request Approval of Letting results from February 26, 2004 for County and Township Projects
    - b) Request Approval of Federal Agency Agreement for Monroe Bridge Section 00-22136-00-BR
    - c) Request Approval of MFT Resolution PJ Keller Highway Section 99-00046-11-RS
    - d) Request Approval of Federal Agency Agreement for PJ Keller Highway  
*(This item to be considered at a Stand-up Committee Meeting prior to the Board meeting on March 16, 2004)*
    - e) General Report
    - f) Other

- G. Report of the County Administrator
  - 1) Items to be presented for Information:
    - a) General Report
    - b) Other

6. Other Business and Communications

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

8. Adjournment

E:\Ann\Age\Mar.04



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

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**Information Services Status Report  
March 9, 2004**

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

Following is a brief summary of issues addressed by Information Services since my last report in January.

**General Administration:**

Investigating Industrial Speed Printing capability  
Assisted the Recorder of Deeds Vendor, Cott, in creation of reports.  
Managed Requirement definition sessions with Northrop Grumman.  
Issued Property Tax Administration RFP

**Hardware/Network**

Began implementation of Windows 2003 project.  
Identified SAN (Storage Area Network) options for the Recorder's office.  
Reviewed patch management server options.  
Resolved an email server crash.

**Programming/Database/Web**

Installed software for Facilities Mgmt that monitors power levels in County feeders.  
Re-designed the intranet.  
Met with Health Dept regarding Sidwell issues.  
Provided on-site support to Tazewell County.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Services

**Budget Narrative**  
**Grant Fund 0107**  
**Risk Communications Training**

The Illinois Department of Public Health issued a supplemental grant to the McLean County Health Department to oversee two regional risk communication and media training exercises to be held in Bloomington. A two day Central Illinois regional training for approximately 150 public health and emergency personnel will be held during the first week in May. IDPH has allocated \$15,000 to defray the cost of hotel conference space, food, equipment rental, printing, postage, and staff time attendant to that event. A second supplemental grant will cover the cost of a more intensive one day event, again to be held in Bloomington, in June to train 20 public health communication and administrative staff from 11 Central Illinois local health departments. IDPH has allocated \$25,000 to cover the cost of this event. The cost will cover conference space, food, equipment purchase, food, printing, postage, staff time, and the cost of a media consulting firm to conduct the training. The \$25,000 grant is subdivided into two components. \$20,000 is the cost of media consulting firm and \$5,000 will be used to defray the cost of the conference. Since a minimal amount of existing staff time will be used on these time-limited projects, no FTE amendment will be needed.

An Ordinance of the McLean County Board  
Amending the 2004 Combined  
Appropriation and Budget Ordinance for Fund 0107

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$40,000 from \$147,959 to \$187,959.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 51,563	\$ 1,486	\$ 53,049
0599-0001	County EMRF Contrib.	\$ 5,609	\$ 70	\$ 5,679
0599-0003	Social Security Contrib.	\$ 6,768	\$ 113	\$ 6,881
0612-0003	Educational Supplies	\$ 20,000	\$ 1,500	\$ 21,500
0620-0001	Office Supplies	\$ 5,600	\$ 2,750	\$ 8,350
0621-0001	Operational Supplies	\$ 264	\$ 2,000	\$ 2,264
0629-0001	Letterhead/Printed Forms	\$ 5,000	\$ 4,000	\$ 9,000
0630-0001	Postage	\$ 1,600	\$ 750	\$ 2,350
0706-0001	Contract Services	\$ 0	\$ 20,000	\$ 20,000
0773-0001	Special Services	\$ 0	\$ 7,331	\$ 7,331
TOTALS:		\$ 96,404	\$ 40,000	\$ 136,404

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

Adopted by the County Board of McLean County this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney Chairman of the  
McLean County Board

ILLINOIS FUNDS ELECTRONIC PAYMENT CLEARING ACCOUNT APPLICATION

FAX to: STATE TREASURER JUDY BAAR TOPINKA  
THE ILLINOIS FUNDS  
(217) 524-1269

Mail to: STATE TREASURER JUDY BAAR TOPINKA  
THE ILLINOIS FUNDS  
300 WEST JEFFERSON STREET  
SPRINGFIELD, ILLINOIS 62702

THE ILLINOIS FUNDS



Date \_\_\_\_\_ Application to participate in The Illinois Funds Electronic Payment Program

- New Account Application       Change of Information

The Government described herein seeks to participate in the Electronic Payment Services Program within The Illinois Funds Money Market Fund, pursuant to Section 17 of the State Treasurer Act (15 ILCS 505/17) which authorizes the State Treasurer to establish a Public Treasurers' Investment Pool. (Formerly known as IPTIP and now The Illinois Funds.)

For Office Use Only:

Account # \_\_\_\_\_ Type Code \_\_\_\_\_

Describe your public agency:

(Name of Agency)		(FEIN Number/TIN Number)	
(Subtitle of Account)		(Contact Person and Title)	
(Street Address)	(City)	(County)	(Zip Code)
(Telephone Number)	(FAX Number)	(Email Address)	
(Web Address)			

- Type of service requested:     Credit Cards     E-checks  
 IVR - Speech Recognition  
 Internet                       Global     ACH Direct     Discover Card Only  
 In Office

What is your gross revenue on an annual basis? \_\_\_\_\_ Average Ticket \$ \_\_\_\_\_  
 Check here for fax notification of ACH deposits to your Illinois Funds account.

Withdrawal Options: (You may use more than one option.)  
 By Check \_\_\_\_\_ (standard business checks)    By Wire Transfer \_\_\_\_\_    By ACH Transfer \_\_\_\_\_

Transfer Instructions: (If more than one transfer path is needed, please submit a separate instruction sheet.)

(Bank Name)	(Further Credit to Your Account #)
(ABA/Route #)	(Contact Name/Phone at Receiving Bank)
(Name on Account if Different Than Above)	

Authorizations to sign checks or execute Transfers: (If more than four, submit a separate sheet.)

Printed Name(s)	Authorized Signature(s)	Sign Checks	Execute Transfers

Interest income will be posted to your account(s) on the last business day of the month.

Participant accepts the terms and conditions of the administration of The Illinois Funds as outlined by the State Treasurer with the understanding that there will be no changes to this agreement and the information contained herein without prior written notice.

The undersigned hereby certifies that he/she is authorized to open an account(s) in The Illinois Funds E-Pay Program and further certifies that said authority is statutory or approved by the governing body of the above described Government.

Signature: Rebecca C. McLean Position: Treasurer Title: McLean County Treasurer

# Participant Agreement



WHEREAS, the Office of the Illinois State Treasurer ("Treasurer"), Global Payments Direct, Inc. ("Global"), and the Member bank ("Member") have entered into a Merchant Service Agreement, including Terms and Conditions;

WHEREAS, Treasurer completed a Merchant Application in connection with the Merchant Service Agreement, which Merchant Application included pricing terms;

WHEREAS, \_\_\_\_\_ ("Participant") desires to participate in the Treasurer's Electronic Payment Services Program and utilize Global's services as stated in the Terms and Conditions;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Participant represents and warrants that it has received and read the Terms and Conditions contained in the Illinois Funds E-Pay Participation Terms of Compliance booklet and Pricing Schedule. Participant agrees that it is a "Merchant" as described and used in the Terms and Conditions and agrees to be bound by the Terms and Conditions in the booklet, the Pricing Schedule, and any other terms, policies or procedures Participant may receive from the Treasurer in the future. Said documents are hereby incorporated into this Agreement by reference.

2. Participant represents and warrants that the undersigned is authorized to enter into this Agreement on its behalf and that all legal prerequisites to entering into this Agreement have been satisfied.

IN WITNESS WHEREOF, Participant, Global, Member, and Treasurer have each caused this Participant Agreement to be executed, sealed and delivered this the \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

("Participant")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Global Payments Direct, Inc.**

By: \_\_\_\_\_

Name: Suellyn P Tornay

Title: Corporate Secretary

Date: \_\_\_\_\_

**HSBC Bank USA**

("Member")

By: \_\_\_\_\_

Name: Suellyn P Tornay

Title: Corporate Secretary for Global Payments Direct, Inc.

Date: \_\_\_\_\_

**Office of the Illinois State Treasurer**

By: \_\_\_\_\_

Name: Josh Budd

Title: E-Pay Program Manager

Date: \_\_\_\_\_

THE ILLINOIS FUNDS



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# Champaign County Treasurer's Office

Daniel J. Welch, Champaign County Treasurer

Welcome from Champaign County Treasurer Daniel J. Welch

Welcome to the Champaign County Treasurer's tax payment web site. In an effort to offer the most innovative payment options to the taxpayers of Champaign County, I hope that you will find this service convenient and easy to use.

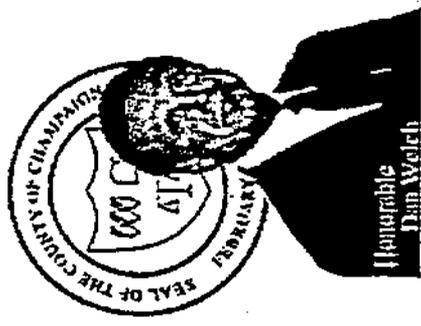
We will start accepting payments on this system after the tax bills are mailed.

Payment can be made by:  
Visa, MasterCard, American Express, or Discover

You may make the following payments via E-PAY to Champaign County Treasurer's Office:

- Real Estate Taxes (05/02/2003 - 11/17/2003)
- Real Estate Taxes - Multiple Payment (05/02/2003 - 11/17/2003)

For assistance, please contact us at:  
 Champaign County Treasurer's Office  
 1776 East Washington  
 Urbana, IL 61802  
 (217) 384-3743  
[blittle@co.champaign.il.us](mailto:blittle@co.champaign.il.us)



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# Champaign County Treasurer's Office

Daniel J. Walsh, Champaign County Treasurer



## Real Estate Taxes - Multiple Payment Payment Information

Bill Number -1

Amount for Bill -1 (99999.99)

Bill Number -2

Bill -2 (99999.99)

Bill Number -3

Amount for Bill -3 (99999.99)

Payment Amount

There will be a convenience fee added to your payment amount.  
For more information, please click [Schedule](#).

Brought to you by Illinois State Treasurer Judy Baar Topinka and...

# Champaign County Treasurer's Office

Daniel J. Walsh, Champaign County Treasurer



## Real Estate Taxes Payment Information

Bill Number 111111

Payment Amount 245.60

There will be a convenience fee added to your payment amount.

For more information, please click [Schedule](#).

[Next >>](#)

### Bill Number

The bill number is located towards the top right hand corner of the tax bill, as seen in the highlighted in yellow below:

<p>2002 CHAMPAIGN COUNTY REAL ESTATE TAX BILL                  DANIEL J. WALSH, CHAMPAIGN COUNTY TREASURER                  CHAMPAIGN COUNTY COLLECTOR 78 Ross Street, Urbana, IL 61802</p> <p>1</p>	<p>CHAMPAIGN COUNTY REAL ESTATE TAX BILL                  DANIEL J. WALSH, CHAMPAIGN COUNTY TREASURER                  CHAMPAIGN COUNTY COLLECTOR 78 Ross Street, Urbana, IL 61802</p> <p>2</p>	<p>PROPERTY ADDRESS                  123 Main Street                  Urbana, IL 61802</p> <p>PROPERTY TAX YEAR                  2007</p> <p>PROPERTY TAX RATE                  1.5000</p> <p>PROPERTY TAX AMOUNT                  \$368.40</p> <p>CONVENIENCE FEE                  \$122.80</p> <p>TOTAL PAYMENT                  \$491.20</p>
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# Champaign County Treasurer's Office

Danial J. Walsh, Champaign County Treasurer

Payment \$245.50 Fee \$10.00 Total Payment \$255.50

## Personal Information

Name   
*(as it appears on the Real Estate Taxes)*

Address   
City/State/Zip

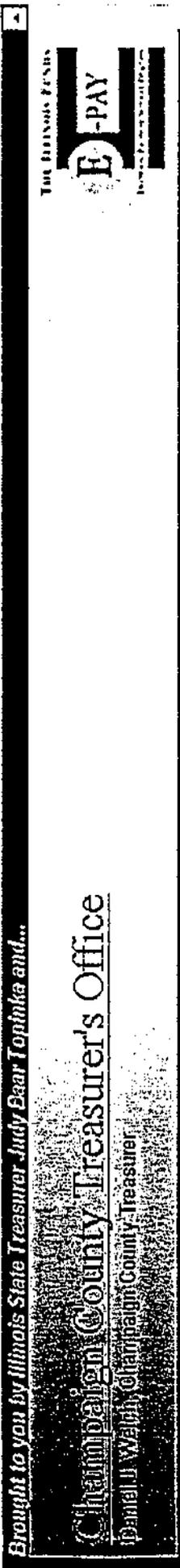
Phone

E-Mail

Pay via

Copyright 2000-2003, Illinois State Treasurer

Illinois E-PAY version 2.6.2



Payment \$245.50 Fee \$10.00 Total Payment \$255.50

### Credit Card Information

Name   
*(as it appears on the account)*

Visa Account Number   
Expiration Date  /  05

Illinois E-PAY version 2.6.2  
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# Champaign County Treasurer's Office

Daniel J. Walsh, Champaign County Treasurer

Payment \$245.50 Fee \$10.00 Total Payment \$255.50

## Personal Information

Name   
*(as it appears on the Real Estate Tax)*

Address

City/State/Zip

Phone

E-Mail

Pay via

Copyright 2000-2003, Illinois State Treasurer

Illinois E-PAY version 2.6.2

Brought to you by Illinois State Treasurer Judy Baar Topinka and...



# Champaign County Treasurer's Office

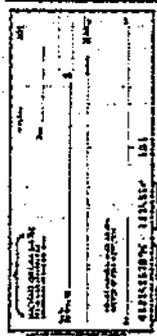
James J. Walsh, Champaign County Treasurer

Payment \$245.50 Fee \$10.00 Total Payment \$255.50

## E-Check Information

Pay To:	The	\$255.50
Order Of:	Champaign County Treasurer	
	Two hundred fifty-five and 50/100 Dollars	
	Mama Real Estate Taxes	
	Jason Winnett	
	(Signatories - as it appears on the account)	
Bank Routing #	Account #	

Account Name: <<Previous Next>>



Routing Account Number

Brought to you by Illinois State Treasurer Judy Earz Topinka and...



# Champaign County Treasurer's Office

Daniel J. Walsh, Champaign County Treasurer

## Confirm Real Estate Taxes Payment

<b>Amount</b>	\$245.50
<b>Convenience Fee*</b>	\$10.00

\*Your convenience fee will show as a separate entry on your credit card statement. If you entered a valid email address, you will receive a confirmation e-mail for your total payment amount.

**Total Amount** \$255.50

<b>Bill Number</b>	111111
<b>Name</b>	Jason Winnett
<b>Address</b>	300 W Jefferson
<b>City/State/Zip</b>	Springfield, IL 62702
<b>Phone</b>	217-762-7176
<b>E-Mail</b>	jwinnett@treasurer.state.il.us

Change Payment Information

Cancel Payment

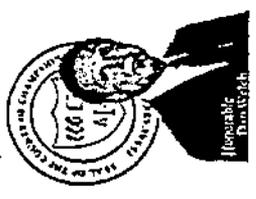
Submit Payment For Processing

Processing the payment may take a couple of minutes. After clicking *submit*, please wait for the process to complete. Please do not re-click submit. After your payment has been processed, please allow 2-3 days for it to be posted.

Copyright 2000-2003, Illinois State Treasurer

Illinois E-PAY version 2.6.2





Thank you for using Illinois E-PAY. Your \$245.50 payment on bill number 111111 has been processed successfully. Your payment details are listed below. Please allow 2-3 days for your payment to be posted.

Confirmation Number: 000819  
 Amount: \$245.50  
 Convenience Fee\*: \$ 10.00

\*Your convenience fee will show as a separate entry on your credit card statement if one was assessed.  
**Total Amount Charged to Your Card: \$255.50**

Real Estate Taxes Bill Number 111111	Personal Information Name on Real Estate Taxes: Jason Minnett Address: 300 W Jefferson City/State/Zip: Springfield, IL 62702 Phone Number: 217-782-7176 Email Address: jminnett@treasurer.state.il.us
Credit Card Information Name on Card: Jason Minnett Credit Card 1 Card Number: *****3991 Expiration Date: 11/2005	

Fri Nov 14 12:50:38 CST 2003

Please allow 2-3 days for your payment to be posted. Be sure to copy the above confirmation number or print this page and keep it for your records.

On behalf of Champaign County Treasurer Welch thanks you for your payment!

# Customer's E-Mail Confirmation

E-PAY Payment Confirmation - Message

File Edit View Insert Format Tools Compose Help

Reply Reply to All Forward Print X Print X Print X

Message Options

Sent: Fri 11/14/2003 12:51 PM

From: [epay@illinoisepay.com](mailto:epay@illinoisepay.com)

To: [jwinnett@treasurer.state.il.us](mailto:jwinnett@treasurer.state.il.us)

Cc:

Subject: E-PAY payment confirmation

Thank you for making your payment via the Illinois State Treasurer's E-PAY system. Your transaction was successful.

-----

Payment Amount: 245.00  
Fee Amount: 10.00  
Total Payment: 255.00

-----

Authorization Code: 000819

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**Real Estate Taxes**  
Bill Number 111111  
**Personal Information**  
Name on Real Estate Taxes: Jason Winnett  
Address 300 W Jefferson  
City/State/Zip Springfield, IL 62702  
Phone Number 217-782-7176  
Email Address [jwinnett@treasurer.state.il.us](mailto:jwinnett@treasurer.state.il.us)  
**Credit Card Information**  
Name on Card Jason Winnett  
Credit Card 1  
Card Number: \*\*\*\*\*3991  
Expiration Date 11/2005

# Participant's E-Mail Confirmation

245.50 payment for Bill Number: 111111 - Message

File Edit View Insert Format Tools Compose Help

Reply Reply to All Forward Print Attachments

Message Options

Sent: Fri 11/14/2003 12:51 PM

From: epay@illnoisepay.com  
To: epay@illnoisepay.com; nobody@msfw.com

Subject: 245.50 payment for Bill Number: 111111

Thank you for making your payment via the Illinois State Treasurer's E-PAY system. Your transaction was successful.

Payment Amount: 245.50  
Fee Amount: 10.00  
Total Payment: 255.50

Authorization Code: 000619

Real Estate Taxes  
Bill Number 111111  
Personal Information  
Name on Real Estate Taxes: Jason Winnett  
Address 300 W Jefferson  
City/State/Zip Springfield, IL 62702  
Phone Number 217-782-7176  
Email Address [jwinnett@treasurer.state.il.us](mailto:jwinnett@treasurer.state.il.us) <<mailto:jwinnett@treasurer.state.il.us>>  
Credit Card Information  
Name on Card Jason Winnett  
Credit Card 1  
Card Number: \*\*\*\*\*3991  
Expiration Date 11/2005



**RISK MANAGEMENT OFFICE**

TEL: (309) 888-5940 FAX: (309) 888-5949  
 104 West Front Street P. O. Box 2400

E-MAIL: riskmgt@mclean.gov  
 Bloomington, IL 61702-2400

**Memo To:** Matt Sorensen, Chairman  
 Members, Finance Committee

**From:** Jen Ho, Risk Manager *Jen Ho*

**Date:** February 24, 2004

**Subject:** Amended Nursing Home Liability Insurance/Agent's Service Fee

Following the Board 's approval of the insurance program on February 17, 2004, our agent, Wally McColloch of Acordia/IRM, discovered a mathematical error on computing the premiums for the excess \$ 1 million on the Nursing Home, and the subsequent need to amend our service fees with our agent. Consequently, we are bring these items back for your consideration.

To recap, the Nursing Home Liability Insurance is underwritten as a primary layer of \$ 1 million, with no deductible, and a following excess layer of \$ 1 million to bring the total limits to \$ 2 million. The premiums for the second layer of coverage was computed as a percentage of the underlying premiums of \$ 86,400, inclusive of commissions. Additionally, associated with participating in the program are risk management fees of \$ 3,250.00. Following negotiations with excess carrier, the excess percentage was reduced from 37% to 30%.

The premiums for the \$ 2 million in coverage is computed as follows:

Premiums for Primary layer of \$ 1 million	= \$ 86,400
Premiums for Excess layer of \$ 1 million (30% of Primary)	= \$ 25,920
<b>Total Premiums inclusive of commissions</b>	<b>= \$ 112,320</b>

Total due to Carrier = Premiums + Risk Management Fees  
 = \$ 112,320 + \$ 3,250 = \$ 115,570

The County will be billed for this amount of \$ 115,570. However, because our agent is working on a fee basis, the net cost to the County for the nursing home liability coverage is as follows:

Net to County = (Premiums - Commissions) + Risk Management Fees  
 = \$ 108,108 + \$ 3,250 = \$ 111,358

Commissions for the nursing home liability insurance will be deducted from the service agreement for \$ 32,000 approved by the Board on February 17, 2004. All other terms and conditions remain the same. Consequently, we are forwarding the amended changes to the Committee's consideration as follows:

	Changes	Board Approved @2/17/04	Difference
Premiums- \$ 2 Million	\$ 115,570 (gross)	\$ 103,559 (net)	\$ 12,011
Service Fees	\$ 27,700	\$ 32,000	(\$ 4,300)
<b>Total:</b>	<b>\$ 143,270</b>	<b>\$ 135,559</b>	<b>\$ 7,711</b>

Mr. Don Lee, Administrator of the Nursing Home has been advised of this turn of events and will contribute the additional monies from his funds. The contribution from the nursing home will be \$ 74,645. Please call me at 309/888-5940 for questions. Thank you.

## **AGREEMENT FOR INSURANCE BROKERAGE SERVICES**

**This Agreement made and entered into this February 17, 2004 , by and between Insurance Risk Managers/Accordia (hereinafter know as "Agent") and the County of McLean (hereinafter known as "County".)**

This agreement is made with regard to the following recitals:

- A. The County has determined that the Agent should continued to be retained as the Broker of Record for insurance brokerage services for the period commencing February 18, 2003 and ending March 1, 2004 for desired brokerage services for its property and casualty insurance coverages;
- B. Agent has been selected by the County as its Agent of Record.
- C. Agent will be compensated on a fee based as stipulated in Exhibit I.

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

### **1. TERM**

The term of this Agreement shall be for the period of March 1, 2004 to March 1, 2005, unless earlier terminated as provided in paragraph 4 herein.

### **2. BROKERAGE SERVICES TO BE PROVIDED**

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

#### **2.1 Usual and Customary Brokerage Services**

2.1.1 Consultation and coordination of activities in the acquisition, enhancement and maintenance of the risk management and insurance program of the County, and as liaison between County and the underwriters.

2.1.2 Administration of insurance programs to ensure the timely issuance and accuracy of policies, endorsements, and other coverage amendments.

2.1.3 Consultation and coordination of all claim reporting activities to the insurance companies and assistance in the settlement and /or processing of claims until all claim matters under the policies or binds are resolved.

2.1.4 Maintenance of current records on reported claims and production of a claim summary not less than annually subject to the availability of internal loss records of the County and the underwriters.

2.1.5 Consultation on loss control, inspection and prevention activities. These consultation services are considered to be the type that normally are included within the scope of routine insurance broker servicing. Additional services requested by the County are mentioned in paragraph 2.2.

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

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

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

2.1.9 Preparation of premium and loss development forecasts as requested.

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

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

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

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

## **2.2 ADDITIONAL SERVICES**

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

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

## **3. COMPENSATION**

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

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

## **4 TERMINATION**

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

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

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

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

## **5 DISCLOSURE, NON-DISCLOSURE AND NOTICES**

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

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

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

**If to the Agent**

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

**If to the County**

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

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

## **6. INTEREST OF AGENT**

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

## **7. INDEPENDENT CONTRACTOR**

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

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

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

## **8. HOLD- HARMLESS AND INDEMNIFICATION PROVISION**

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

## **9. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

## 10. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**the County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**the Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

## SERVICE FEE EXPLANATION

In accordance with Illinois Insurance Code, a service fee must be agreed upon in writing by the party to be charged. Therefore, please acknowledge by signing the Statement of Acceptance below.

\*\*\*\*\*

## STATEMENT OF ACCEPTANCE INSURANCE SERVICE FEE AGREEMENT

This service fee agreement is made this 1ST day of MARCH,

2004, between Acordia, hereinafter called "agent" and

COUNTY OF MCLEAN  
(a Corporation, Sole Proprietor, Partnership)

hereinafter called "client."

1. This service fee agreement will apply to types of insurance and/or services as checked below:

- |  |  |
|--|--|
| <input type="checkbox"/> Package                                 | <input type="checkbox"/> Automobile                      |
| <input checked="" type="checkbox"/> Property                     | <input type="checkbox"/> Umbrella                        |
| <input checked="" type="checkbox"/> General Liability            | <input checked="" type="checkbox"/> Workers Compensation |
| <input checked="" type="checkbox"/> Other CRIME AND BOILER _____ |  |

2. Client agrees to remit the sum of \$27,700.00 as a service fee, payable as follows:

Quarterly Installments of \$6,925.00. (Payable 3/20/04; 6/20/04; 9/20/04 and 12/20/04)

Installment  
Downpayment due \_\_\_\_\_ in the amount of \$ \_\_\_\_\_,  
plus \_\_\_\_\_ equal installments due the \_\_\_\_\_ of each  
succeeding month in the amount of \$ \_\_\_\_\_ each.

3. Client understands and agrees that the service fee payable under this agreement is in addition to premiums to be paid on policies to the insurance companies involved.

4. Client acknowledges that in the event coverage is cancelled, the service fee charge is immediately earned.

COUNTY OF MCLEAN

ACORDIA

By: \_\_\_\_\_

By: G.W. McColloch  
G.W. McColloch, Agent

GRANT APPLICATION  
FOR

McLean County

(Government Entity)

Check Appropriate Box to  
Indicate Purpose of Application:

- Initial Grant Award
- Revision to Grant Award
- Special Request
- Special Requirement

TO: Illinois Department of Nuclear Safety  
Division of Planning and Analysis  
1035 Outer Park Drive  
Springfield, Illinois 62704

In accordance with the Compensation of Local Governments for Emergency Planning and Participation in Nuclear Emergency Response Exercises (32 Ill. Adm. Code 501), this application for grant in the amount of \$ 6,370.00 is being submitted for the purpose of defraying the anticipated or incurred expenses of (government entity) in implementing the plans and programs authorized by the "Illinois Nuclear Safety Preparedness Act" (420 ILCS 5).

The term of the proposed grant is July 1 2004, to June 30, 2005, inclusive.

The major projects, activities and/or purchases for which compensable expenses will be incurred during the term of the proposed grant are summarized below:

Reimbursement for (6) six telephone lines in the Operations Room and 1 Fax telephone line.

Reimbursement for (2) two cellular phones @ cost. and (1) one @ 50% cost. Cell phones used for Director and Assistant's direct communications with IDNS and other agencies.

Replacement of 4 mobile radios in 2 response vehicles @ \$455.00 each = \$1,820.00

An Annual Spend Plan, covering a detailed estimate of expenses for the term of the proposed grant, is attached.

HEAD OF GOVERNMENT ENTITY

DESIGNATED CONTACT PERSON

(Signature)

(Signature)

MICHAEL F. SWEENEY

JAMES L. WAHLS

(Name)

(Name)

CHAIRMAN, McLean County Board

DIRECTOR, McLean County E.S.D.A.

(Title)

(Title)

(Date)

(Date)

NOTICE: This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 420 ILCS 5. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed. This form has been approved by the Forms Management Center.



## ANNUAL SPEND PLAN

### INSTRUCTIONS AND WORK SHEET GUIDE

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#### **GENERAL:**

This guidance is furnished to assist you with developing your Annual Spend Plan for IPRA activities. Before completing the Annual Spend Plan, you should review the definitions of IPRA activities listed below and your expense records for IPRA activities from previous years. If you should require additional information or assistance, please contact the Illinois Emergency Management Agency, Bureau of Disaster Assistance and Preparedness, (217) 785-9925.

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#### **DEFINITIONS:**

**Planning Activities:** Those tasks associated with the development and maintenance of plans and programs pertaining to radiological accidents, including:

the review, update and revision of IPRA site-specific plans, SOP's, or local implementation procedures;

the conduct of IPRA planning meetings and discussions with State, utility, or local government officials or staff;

the coordination of events in preparation for an exercise, drill, or test.

**Training Attendance:** Those attendees of any State annual or follow-on training presented locally on the following subjects:

Emergency Worker  
EOC Staff  
Traffic & Access Control  
Dispatcher  
Dosimetry Control Officer

School Evacuation  
Congregate Care  
Contamination Control  
Decontamination  
Local Government Compensation

**Exercise or Drill Participation:** Those participants in IPRA exercises, drills, or tests that perform duties associated with the typical events or activities listed below:

EOC Activation  
School Evacuation Demonstration  
Traffic & Access Control  
Demonstration  
Congregate Care Demonstration  
Decontamination Demonstration

Local Exercise Injects  
Communication Drill  
Medical Drill  
Mobilization Drill  
Siren Test

## ANNUAL SPEND PLAN

### INSTRUCTIONS AND WORK SHEET GUIDE (continued)

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#### **INSTRUCTIONS:**

**PREPAREDNESS PROGRAM:** Provide a brief narrative outline which describes the nuclear emergency preparedness projects and activities you plan to accomplish during the fiscal year (July through June). Include your plan and procedure revisions, the preparation for and the participation in scheduled training, exercises/drills, siren tests, and any other activities or events related to IPRA. Consider including those projects aimed at improving your level of preparedness for nuclear emergencies, including any proposed purchases.

It will be necessary for you to prepare your Annual Spend Plan for the entire fiscal year (refer to the attached Annual Spend Plan form). You should consider your recurring costs such as telephone services as well as costs that are exercise specific such as training or drills that are conducted in preparation for an exercise. The type of authorized expenses which should be included in your Annual Spend Plan are listed below.

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#### **AUTHENTICATION:**

Enter the signature and title of the local government head and appointed contact person, and date of signing.

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#### **EXPENSES:**

**PERSONNEL SERVICES/(Special Requirement):** This includes local government cost of providing wages, salaries, and fringe benefits for employees (the hourly rate of pay plus benefits for those individuals expected to participate in IPRA activities).

**Planning Activities:** Compute the cost based on the individuals projected to participate in planning activities, times their hourly rate of pay, for the number of hours of participation.

**Training Attendance:** Compute the cost based on the individuals projected to attend training, times their hourly rate of pay, for the number of hours of attendance.

**Exercise/Drill Participation:** Compute the cost based on the individuals projected to participate in exercises, drills and tests, times their hourly rate of pay, for the number of hours of participation.

Enter the Personnel Services cost on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

## ANNUAL SPEND PLAN

### INSTRUCTIONS AND WORK SHEET GUIDE (continued)

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**INDIVIDUAL TRAVEL / (Special Requirement):** This includes costs associated with mileage allowance for privately owned vehicles (POVs), lodging and per diem/meal expenses paid to employees for IPRA activities.

**Planning Activities:**

Determine the number of POV travel miles required to accomplish the IPRA planning tasks. To compute the cost, take the total number of miles planned times \$.34.

Determine the number of nights lodging while in travel status which are required to accomplish the IPRA Planning tasks. To compute the lodging expense take the number of lodging nights times \$60.00 for down-state lodging or \$155.00 for the Chicago Metro-area.

Determine the number of meals while in travel status which are required to accomplish the IPRA planning tasks. To compute the meal cost take the number of meals times \$7.00.

Enter the Individual Travel cost on the Annual Spend Plan. Cost should be shown as a total for the fiscal year.

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**EQUIPMENT USE / (Special Requirement):**

This includes costs associated with the use of vehicles which are owned by the local government unit.

**Planning Activities:** Determine the number of travel miles required to accomplish the IPRA planning tasks. To compute the cost take the total number of miles planned times \$.34.

**Training Attendance:** Determine the number of travel miles to be required to accomplish the IPRA training tasks. To compute the cost take the total number of miles planned times \$.30.

**Exercise/Drill Participation:** Determine the number of miles to be traveled or the number of hours of operation of government owned vehicles for use in IPRA exercise/drill activities. To compute the cost take the total number of miles or hours times the applicable rate as shown below:

Automobile: \$0.34 per mile or \$3.50 per hour of actual operation.  
Bus: \$0.63 per mile or \$9.00 per hour of actual operation.

## ANNUAL SPEND PLAN

### INSTRUCTIONS AND WORK SHEET GUIDE (continued)

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#### EQUIPMENT USE/(Special Requirement): (continued)

Emergency Vehicle (Fire truck, ambulance, rescue vehicle):

Base rate, fee or service charge customary to the area of operation.

Highway Maintenance (trucks):

As published in the current "Schedule of Average Annual  
Ownership Expense," IL Department of Transportation.

Enter the Equipment Use costs on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

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#### MISCELLANEOUS/(Special Requirement):

**EOC Telecommunications Service:** Determine the average monthly cost of providing emergency telecommunications services (voice, telefax, radio lines, leased equipment, etc.) for the EOC. If expansions are planned, project the increased cost forward from the planned month of installation.

**EOC Operational Materials:** Determine the cost of providing operational materials such as maps, charts, status boards, office supplies, etc., to prepare the EOC for an IPRA exercise or nuclear emergency.

Enter the Miscellaneous Costs on the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

#### SPECIAL REQUESTS:

Determine if there are other expenses not specifically covered in any of the other four categories which relate to the IPRA activities, in whole or in part.

On a separate sheet, furnish a justification for each expense by explaining its necessity in relation to the implementation of IPRA. If the expense also relates to any other routine or emergency function, estimate its percentage of application to IPRA activities.

For each expense in this category, enter the cost on a separate line of the Annual Spend Plan. Costs should be shown as a total for the fiscal year.

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#### SUMMARY:

Transfer the total costs previously computed for each of the five categories (Personnel Services, Individual Travel, Equipment Use, Miscellaneous and Special Requests) and enter the grand total of all expenses for the fiscal year.

**McLEAN COUNTY, ILLINOIS**

**Report on Cost  
of Certain Sheriff Fee Services**

January 2004

**MAXIMUS, Inc.  
Northbrook, Illinois  
(847) 513-5508  
Bruce Cowans, Vice President  
brucecowans@maximus.com**

## PURPOSE AND METHOD

McLean County requested this study to determine if certain Sheriff fees were receiving a subsidy from tax revenue. We reviewed services that may be priced based on a cost study, updating the findings of a 1998 study. The fees charged are not recovering the cost that the County incurs to provide them.

The County must decide if fees should be increased, and if so, by how much. Illinois law permits a County to override statutory prices if a cost study finds that fees are not recovering the cost of providing fee services to the public.

### A. *The Legal Authority for a Fee Cost Study*

State laws and county ordinances set fee prices. Some of the prices set by state law are subject to increase by county ordinance if a cost study finds that the existing price is not sufficient to cover all costs. Three departments where this opportunity is mentioned explicitly are the Sheriff, County Clerk and Recorder. Specifically, the opportunity exists in the following sections of Illinois law:

Sheriff	55 ILCS 5/4-5001
County Clerk	55 ILCS 5/4-4001
Recorder	55 ILCS 5/3-5018

These statutes list a number of services and establish a fee for each. Following the statutory prices is this language:

*The county board may, however, by ordinance, increase the fees allowed by this Section and collect those increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the service. A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.*

Fees and charges authorized by other sections of Illinois law are not subject to pricing based on a cost study. Legislation broadening the opportunities for cost-based fees has been introduced, but as of the date of this report, the opportunity is limited to the Sheriff, County Clerk and Recorder services mentioned in the statutes above.

While we are not making recommendations on specific fee prices, we believe that it is often good policy to charge actual cost for fee services. No county is ever happy to increase fee prices, but if the alternative is tax increases or staff reductions, it may be relatively more appealing.

*Note that Illinois laws authorizing cost-based fee prices prohibit a charge in excess of the statutory price to agencies of the State of Illinois.*

We presume that fees were intended to pay for services. Hence, if the cost of fee services increases over time, so should fee prices. Fees are a form of tax relief, generating revenue that would otherwise have to come from taxes. Fees also help to make non-residents or tax-exempt resident customers reimburse the county for the costs they impose by their demand for specialized services.

#### **B. Cost vs. Price**

It is important to distinguish between *cost* and *price*. Just because another county charges a lower fee *does not mean that its cost is lower*. Many counties, not knowing their costs, unknowingly use other revenues (i.e., property and sales taxes) to help fund the service.

Our approach to determining the cost of fee services included review of the budget and other financial reports, personal interviews with departmental staff, and development of a model to account for the costs of services. The model considers how many times each service is performed annually, the effort and labor cost of service, the cost of non-labor line items from the department's budget, and allocations of cost from other county departments.

The Chief Deputy Sheriff was our liaison for the study. He asked that we study those services that had been the subject of the 1998 study. The services not included in the review were those of little or no annual customer demand, or for which the statutory price appears to be more than adequate.

C. *Method*

The detailed calculations are enclosed as Exhibit 1 to this report. The model follows the structure that we describe below.

1. *Cost/Revenue Summary*

The model's first page compares current revenues to actual costs and calculates the differences. We display costs and revenues per single customer and in total. Current total revenue is derived by multiplying the current per customer price by the number of customers.

Some customers for process service and return of service do not pay. These include the States Attorney office and those at risk of domestic violence. We have excluded the cost of serving them from this summary page, although the cost of serving these customers is the same as for paying customers.

2. *Labor Costs*

a. *Duty Hour Calculations -- Compensated Absences*

People do not work 52 weeks per year. An employer pays for 52 weeks, but part of the payment is for compensated absences such as vacation, holiday and sick time. If we use a 2,080-hour (or 1,950-hour) base to allocate an employee's time to various activities, only taxpayers will pay for compensated absences. Since this paid time off is essentially a fringe benefit, we deduct paid leave from total hours paid and base our analysis of employee efforts on hours worked only. The Federal rules referenced by Illinois law for fee studies sanction this adjustment.

b. *Labor Costs - Allocation of Time Worked*

The next set of forms document the labor cost of fee services reviewed. They list services in columns across the top of each page: 1) "General & Administrative," 2) "All Other Department Activity" and 3) the designated services whose costs were to be determined.

This form has four sections:

- Time per customer (i.e., how long does it take to serve a single customer?)
- Annual hours per activity (i.e., how many hours does the person or job title devote to this service annually?)
- Percent of annual hours worked (by activity)
- Annual salary dedicated to activity

"General & Administrative" effort benefits the entire department, but must be allocated indirectly to other services based on proportions of labor cost for direct services. Senior managers and support staff serve the department as a whole, but typically cannot account for time spent on specific services. Hence, we determine the direct effort of the rest of the department and allocate General & Administrative effort in the same proportion.

"All Other Department Activity" represents costs not related in any way to the services that were the subject of this study. When most of the department's costs are for the "All Other" category, most of the General & Administrative costs are also allocated to "All Other."

At the bottom of this set of calculations, we show the time required to serve a single customer and the total hours of direct staff effort required to provide each fee service.

We also show direct staff labor as a percentage of total staff labor per service. We use these percentages to allocate certain indirect expenses, as described in the next section.

### 3. *Non-Salary Expenses*

After the labor costs are documented, the model addresses the non-salary budget items from each department. These costs are allocated to individual services in proportion to labor costs for the relevant staff unit that provides those services.

We tested for exceptions (i.e., disproportionate use of an item by a service or services). If a cost had no relation to the services in question, it was allocated to "All Other."

#### 3.a. *Allocation of Fee Study Cost*

This project was done under a contract whose purpose was to determine the cost of fee services. Hence, as has been our practice when performing this study for other Illinois counties, we have allocated the cost of the study itself to fee services.

The fee study contract was \$9,250. We anticipate that the County would wait five years before updating this study. Therefore, we have allocated one-fifth of the \$9,250 as an annual expense.

We allocated the study cost to each fee service in proportion to the total annual demand for each service, resulting in an identical charge per customer for the fee service, regardless of the fee service rendered.

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#### 4. County Overhead Expense

As a matter of convenience, most organizations find it better to budget the costs of overhead support (e.g., legal, accounting, insurance) to central administrative accounts, rather than to each department with direct public contact. Federal rules (US Office of Management & Budget Circular A-87) permit these indirect expenses to be recognized and the Illinois statutes permitting cost-based user fees reference Circular A-87.

Our determination of indirect cost to be allocated to the Sheriff's Department is based on the County's most recent central services cost allocation plan. Within the Department itself, jail expenses are allocated only to jail operations. Within jail operations, the allocation to individual activities (i.e. taking bond and other jail activities) is in proportion to jail staff time for these activities.

Our allocation of indirect costs to other Sheriff's activities is traceable to individual activities (e.g., serving civil process, return of process, serving warrants and "all other") in proportion to the staff time of those assigned to those services.

Details of these allocations are in Exhibit 1.

The remainder of this report summarizes the findings.

II FINDINGS

Service	Annual Demand	Current Revenue <sup>1</sup>		Actual Cost <sup>1</sup>		Difference	
		Per One	Total	Per One	Total	Per one	Total
Civil Process - Service (Paying customers only)	1,453	\$17.00	\$24,701	\$51.11	\$74,257	\$34.11	\$49,556
Civil Process - Return of Service (Paying customers only)	1,209	7.00	8,464	\$11.37	13,751	4.37	5,286
Taking Bonds	7,964	20.00	159,280	57.92	461,255	37.92	301,975
Serving warrants	4,194	11.70	49,070	23.62	99,048	11.92	49,978
<b>Total</b>			<b>\$241,515</b>		<b>\$648,310</b>		<b>\$406,795</b>

Notes:

1) Civil Process Service revenue and cost data excluded mileage charges, which would be charged in addition to amounts shown above

a) Civil Process

Throughout Illinois (and indeed, nationally), process servers tell us that most papers to be served are served using the same method. Papers of the same priority that are served using the same method were classified as "Civil Process" for this analysis and the cost of activity was determined as a group.

The costs of these services are applicable to each and every type of civil paper included in the group. In a template provided in Exhibit 1 to this report, we have detailed all of the services to which this "Civil Process" applies.

Based on our analysis, the cost to prepare and serve a civil process paper in McLean County is \$51.11. Papers served for agencies of the State of Illinois may not be charged more than the statutory price.

We note that this cost, though based on time required to perform the service that was verified by the Department, is greater than is actually charged in other Illinois counties. Prices of \$40 or greater are unusual, which the County may wish to consider in setting the price for this service. The Sheriff recommends that the price be increased to \$25 plus mileage from the current price of \$17 plus mileage.

Most counties serve papers for the State (e.g., Illinois Department of Public Aid) for free, but the statute allows counties to charge the specified statutory price.

We did not examine the cost of mileage, as the current 50 cents per mileage each way appeared adequate. That charge would continue in addition to whatever price the County adopts for the service of civil process itself.

b) *Return of Service for Civil Process*

Based on the facts presented, the cost of return of process is \$11.37 per return, as compared to a statutory fee of \$5.00 and a current price (adjusted in 1998) of \$7.00. The Sheriff recommends that the price be increased to \$8.00.

c) *Taking Bond on Civil or Criminal Process*

Prisoners have bond amounts set by a judge, based on the nature of the offense, the risk of flight, and other factors. The taking bond fee is not for the setting of the bond, but rather, is an administrative charge established by the General Assembly to reimburse the County for costs incurred in releasing the prisoner. It is a cost-based fee for taking the bond, not a risk-based pledge designed to ensure that the prisoner released from custody will appear at a future date.

The fee is in addition to the amount of the bond set by the judge. Cash received in payment for the Sheriff's services *should not be commingled with nor deducted from the bond set by the judge.*

The cost of the activity is \$57.92 per prisoner, as compared to a statutory fee of \$1.00 and a current price of \$20.00 (based on the 1998 study). One of the key factors causing the cost of this service to increase in McLean (and other counties) is the time spent by additional staff reviewing proposed releases from the jail. In years past, second level reviews were unusual. In response to some inadvertent releases of the wrong individuals, many Illinois counties have added a second-level review of the proposed release to confirm that the prisoner is eligible for release. This extra effort takes time, which is reflected in the increased cost of the service since the 1998 study.

The Sheriff recommends that the price be increased to \$25 from its current level of \$20.

Please note that occasional legal challenges to this fee have been and are being mounted and that MAXIMUS cannot predict the outcome of these matters. Many of our clients have informed us that they intend to continue establishing higher prices for this service until and unless they are barred from doing so. MAXIMUS is unable to provide legal advice on this matter. The Illinois Sheriffs Association opposes the pending Federal suit against this fee and supports the right of counties to charge it. The County should consider the ramifications of increasing the price when the fee is in litigation.

d) *Serve warrants*

Based on the facts presented, the cost of return of process is \$23.62 per return, as compared to a statutory fee of \$8.00 and a current price (adjusted in 1998) of \$11.70. The Sheriff recommends that the price be increased to \$15.00.

### III IMPLEMENTATION

The County will continue to charge the statutory prices for services not reviewed in this study. In the cases where the statutory price is greater than the current cost, other counties have relied on the statute as an authority not to lower the price.

At the back of the detailed calculations of cost (Exhibit 1) is a table that may be used as a template for drafting a new fee ordinance. It lists each fee service, and shows the statutory prices, current prices and actual costs for the services and the Sheriff's recommendations for new prices. The Board should determine the price levels it wishes to have charged on this template and give the template to the person responsible for drafting the new ordinance.

If the County adopts a price below actual cost, it would be justified in increasing the price at a later date up to any amount at or below actual cost, as long as the budget for the department grows. This would allow the fee increases to be phased in, should that be the desire. After a period of 4-5 years, incremental annual changes in the County's budget and staffing patterns suggest that the study should be updated to ensure that fees continue to recover costs.

To facilitate the drafting of a fee ordinance, the reviewers should simply list the desired price in the right-hand column of the templates. The ordinance should be prefaced by language of the type shown below:

*WHEREAS, 55 ILCS 5/4-5001 provides that the statutory Sheriff fees may be increased by the County Board if an increase is "justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-5001) are not sufficient to cover the costs of providing the services"; and*

*WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program and activity shall be prepared and be part of the public record; and*

*WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by MAXIMUS has been prepared; and*

*WHEREAS, based on the MAXIMUS study, the County Board recommends the County Code be amended to increase the Sheriff's fees.*

*NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows: (follow with a listing of fee services and new prices as shown at the back of each exhibit to this report)*

EXHIBIT 1

DOCUMENTATION OF  
SHERIFF FEE SERVICE COSTS





Y COUNTY SHERIFF

Job Title	Name	Positions	Duty Hours	# Of Customers Per Year
ing Specialist I	Uzclenski, Kelly	1.00	1,706.25	
ing Specialist II	Miller, Jennifer	1.00	1,706.25	
upport Supervisor II	Clark, Janet	1.00	1,706.25	
puty Sheriff	Love, Detick	1.00	1,820.00	
nd Lieutenant	Bailey, Mark	1.00	1,820.00	
nd Lieutenant	Emery, Thomas	1.00	1,820.00	
nd Lieutenant	Serone, Bonnie	1.00	1,820.00	
perator	Ashenbrenner, June	1.00	1,820.00	
perator	Jackson, Donna	1.00	1,820.00	
perator	Juels, Marlin	1.00	1,820.00	
perator	Poshard, Michael	1.00	1,820.00	
ally	Reed, Jannett	1.00	1,820.00	
cell)	Thornton, Donna	1.00	1,820.00	
ins Officer	Various	25.00	45,500.00	
Sergeant	Various	6.00	10,920.00	
iflected)	Owens, David	1.00	2,000.00	
ligator	Various	5.00	9,100.00	
Patrol Officer	Various	24.00	43,680.00	
Patrol Officer - Civil Process	Tate Jr, Billy	1.00	1,820.00	
Patrol Officer - Civil Process	Trobec, Michael	1.00	1,820.00	
chanic	Cobstitt, Dave	1.00	1,820.00	
assessment Specialist	Fellner, Melinda	1.00	1,706.25	
Assessment Specialist	Roberson, Pamela	1.00	1,706.25	
rogram Supervisor	Poshard, Betty	1.00	1,706.25	
rations Supervisor	Allen, Gregory	1.00	1,820.00	
rations Supervisor	Kessinger, Jamey	1.00	1,820.00	
erintendent	Phares, Thomas	1.00	1,820.00	
iff	Various	2.63	5,460.00	
ccess Server	O'Grady, Patrick	1.00	1,820.00	
upport Specialist I	Cruz, Carol	1.00	1,706.25	
upport Specialist I	Kessinger, Jackie	1.00	1,706.25	
upport Specialist I	Middaugh, Carrie	1.00	1,706.25	
upport Specialist I	Phillips, Tina	1.00	1,706.25	
upport Specialist II	Bratsick, Janet	1.00	1,706.25	
upport Specialist II	Stacy, Taml	1.00	1,706.25	
ergeant	Various	7.00	12,740.00	
ing Office Supp Spec	Schuller, Debra	1.00	1,706.25	

General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	Serve warrant
1,242.70		3.00			3.00
1,420.55				0.57	3.00
1,213.33		7.00			
1,820.00					
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
1,820.00	1,820.00				
40,854.33				35.00	
8,265.33				20.00	
2,000.00					
	9,100.00				
	42,911.10				11.00
		20.26	1.50		
		20.26	1.50		
1,820.00					
	1,706.25				
	1,706.25				
	1,706.25				1.40
	1,934.17				1.40
	1,634.17				1.40
	1,634.17				
	5,460.00				
		20.26	1.50		
1,531.50					2.50
911.37		4.00	4.00		2.50
867.83					2.50
1,531.50				5.00	2.50
1,531.50					2.50
1,531.50					2.50
	12,516.74				3,208.3
1,706.25					

Y COUNTY SHERIFF		# Of Customers Per Year	(Under) Over- assigned	General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	4,225	7,954	4,194
24 HOURS PER ACTIVITY									
Training Specialist I	Uszcienski, Kelly	1.00	1,706.25	1,242.70		253.85	-	-	209.70
Training Specialist II	Miller, Jennifer	1.00	1,706.25	1,420.55		-	-	76.00	209.70
Support Supervisor II	Clark, Janel	1.00	1,706.25	1,213.33		-	492.92	-	-
Deputy Sheriff	Lowe, Derrick	1.00	1,820.00	1,820.00		-	-	-	-
Assistant Lieutenant	Balley, Mark	1.00	1,820.00	1,820.00		-	-	-	-
Assistant Lieutenant	Emery, Thomas	1.00	1,820.00	1,820.00		-	-	-	-
Assistant Lieutenant	Serone, Bonnie	1.00	1,820.00	1,820.00		-	-	-	-
Operator	Ashenbrenner, June	1.00	1,820.00	1,820.00		-	-	-	-
Operator	Jackson, Donna	1.00	1,820.00	1,820.00		-	-	-	-
Operator	Junis, Martin	1.00	1,820.00	1,820.00		-	-	-	-
Operator	Poshard, Michael	1.00	1,820.00	1,820.00		-	-	-	-
(jail)	Reed, Jannett	1.00	1,820.00	1,820.00		-	-	-	-
(jail)	Thornton, Donna	1.00	1,820.00	1,820.00		-	-	-	-
Cons Officer	Various	25.00	45,500.00	40,854.33		-	-	4,645.67	-
Cons Sergeant	Various	6.00	10,920.00	9,265.33		-	-	2,654.67	-
Sheriff (elected)	Owens, David	1.00	2,000.00	2,000.00		-	-	-	-
Assistant Sheriff	Various	5.00	9,100.00	9,100.00		-	-	-	-
Patrol Officer	Various	24.00	43,680.00	42,911.10		-	-	-	768.90
Patrol Officer - Civil Process	Tate Jr, Billy	1.00	1,820.00			1,714.38	105.63	-	-
Patrol Officer - Civil Process	Trobac, Michael	1.00	1,820.00			1,714.38	105.63	-	-
Technician	Cobstaff, Dave	1.00	1,820.00	1,820.00		-	-	-	-
Assessment Specialist	Feltner, Malinda	1.00	1,706.25	1,706.25		-	-	-	-
Assessment Specialist	Robertson, Pamela	1.00	1,706.25	1,706.25		-	-	-	-
Program Supervisor	Poshard, Betty	1.00	1,706.25	1,706.25		-	-	-	-
Programs Supervisor	Allen, Gregory	1.00	1,820.00	1,634.17		-	-	185.83	-
Programs Supervisor	Kessinger, Jamey	1.00	1,820.00	1,634.17		-	-	185.83	-
Perintendent	Phares, Thomas	1.00	1,820.00	1,634.17		-	-	185.83	-
Chief	Various	2.63	5,460.00	5,460.00		-	-	-	-
Process Server	O'Grady, Patrick	1.00	1,820.00			1,714.38	105.63	-	-
Support Specialist I	Cruz, Carol	1.00	1,706.25			338.47	281.67	-	174.75
Support Specialist I	Kessinger, Jackie	1.00	1,706.25			-	-	663.67	174.75
Support Specialist I	Middaugh, Carlle	1.00	1,706.25			-	-	-	174.75
Support Specialist I	Phillips, Tha	1.00	1,706.25			-	-	-	174.75
Support Specialist II	Braksick, Janel	1.00	1,706.25			-	-	-	174.75
Support Specialist II	Stacy, Tami	1.00	1,706.25			-	-	-	174.75
Sergeant	Various	7.00	12,740.00	12,515.74		-	-	-	224.26
Training Office Supp Spec	Schuller, Debra	1.00	1,706.25			-	-	-	-

SHERIFF		DEPT OF ANNUAL HOURS WORKED		# Of Customers Per Year		General & Administrative		All Other Dept. Activity		Serving / Attempting Civil Process		Returning each process on legal process		Serve warrant	
Job Title	Name	Positions	% Used	1	1	5,077	4,225	7,964	4,194						
Wing Specialist I	Uzcienski, Kelly	1.00	100.00%												
Wing Specialist II	Miller, Jennifer	1.00	100.00%												
Support Supervisor II	Clark, Janet	1.00	100.00%												
Deputy Sheriff	Love, Derrick	1.00	100.00%												
and Lieutenant	Bailey, Mark	1.00	100.00%												
and Lieutenant	Emery, Thomas	1.00	100.00%												
and Lieutenant	Serone, Bonnie	1.00	100.00%												
Operator	Ashenbrenner, June	1.00	100.00%												
Operator	Jackson, Donna	1.00	100.00%												
Operator	Junis, Marlin	1.00	100.00%												
Operator	Poshard, Michael	1.00	100.00%												
(full)	Reed, Jannell	1.00	100.00%												
(full)	Thornton, Donna	1.00	100.00%												
ions Officer	Various	25.00	100.00%												
ions Sergeant	Various	6.00	100.00%												
iff (elected)	Owens, David	1.00	100.00%												
egator	Various	5.00	100.00%												
of Officer	Various	24.00	100.00%												
Patrol Officer - Civil Process	Tate Jr, Billy	1.00	100.00%												
Patrol Officer - Civil Process	Trobec, Michael	1.00	100.00%												
Mechanic	Cobstall, Dave	1.00	100.00%												
Assessment Specialist	Fellner, Melinda	1.00	100.00%												
Assessment Specialist	Roberson, Pamela	1.00	100.00%												
Program Supervisor	Poshard, Betty	1.00	100.00%												
erations Supervisor	Allen, Gregory	1.00	100.00%												
erations Supervisor	Kessinger, Jamey	1.00	100.00%												
erintendent	Phares, Thomas	1.00	100.00%												
aliff	Various	2.63	100.00%												
Process Server	O'Grady, Patrick	1.00	100.00%												
Support Specialist I	Cruz, Carol	1.00	100.00%												
Support Specialist I	Kessinger, Jackie	1.00	100.00%												
Support Specialist I	Middleaugh, Carite	1.00	100.00%												
Support Specialist I	Phillips, Tina	1.00	100.00%												
Support Specialist II	Braksick, Janet	1.00	100.00%												
Support Specialist II	Stacy, Tamt	1.00	100.00%												
Sergeant	Various	7.00	100.00%												
vising Office Supp Spec	Schuttler, Debra	1.00	100.00%												

General & Administrative Dept. Activity

20,739 \$ 4,236 \$ 1,298 \$ 3,500  
 24,260 \$ 11,301 \$ 3,581  
 27,819 \$  
 80,638 \$ 67,868 \$  
 71,062 \$  
 69,997 \$  
 28,336 \$  
 31,854 \$  
 30,768 \$  
 36,200 \$  
 23,726 \$  
 35,981 \$  
 947,622 \$ 96,386  
 216,368 \$ 69,493  
 81,993 \$  
 269,157 \$  
 1,095,130 \$  
 45,426 \$ 2,636  
 51,917 \$ 3,013  
 35,975 \$  
 51,309 \$ 51,909  
 44,312 \$ 44,312  
 34,322 \$ 34,322  
 55,811 \$ 50,112  
 56,701 \$ 60,911  
 67,261 \$ 60,394  
 38,220 \$ 38,220  
 58,773 \$ 55,362  
 24,467 \$  
 25,978 \$ 5,153  
 24,130 \$  
 24,242 \$  
 28,923 \$  
 29,443 \$  
 406,122 \$  
 33,465 \$

Returning on legal process

4,225

7,964

4,154

Serve warrant

4,225

7,964

COUNTY SHERIFF	# Of Customers Per Year		General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	4,194
	1	5,077						
ES BEFORE REALLOC OF G&A			\$ 427,145	\$ 3,552,620	\$ 156,445.48	\$ 24,660.07	\$ 194,917.40	\$ 49,951.03
DC G&A SALARIES			\$ 281,413	\$ 16,796.13		2,646.45	20,926.51	5,362.79
ADJUSTED SALARIES			\$ 1,934,033	\$ 173,241.61	\$ 27,296.52	\$ 27,296.52	\$ 215,843.91	\$ 55,313.82
TOTAL SALARIES			89.29%	3.93%	0.62%	4.90%	1.26%	
Per Customer Served			436,800	68	16	65	32	
ANNUAL HOURS FOR THIS ACTIVITY			7,280	5,735	1,091	8,597	2,237	

McLEAN COUNTY SHERIFF	Budget 11-30-2003	General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	Serve warrant
<b>Law Enforcement Operation</b>							
<i>Allocated in proportion to hours for law enforcement staff</i>							
Overtime pay	91,200		83,116	6,443	397		1,244
Holiday pay	33,300		30,348	2,353	148		454
Employee medical/life ins	85,859		78,248	6,068	374		1,171
Clothing/employees	15,879		14,477	1,122	69		217
Operational supplies	26,617		24,256	1,880	116		363
Photo supplies / film proc	2,500		2,500				
Maint. Bldgs / grounds / equi	875		797	62	4		12
Employees medical expense	350		319	28	2		5
Laundry and cleaning	17,240		15,712	1,218	78		235
<b>Criminal Investigations</b>							
<i>Allocated in proportion to hours for investigators</i>							
Overtime pay	38,500		38,500				
Holiday pay	9,000		9,000				
Employee medical/life ins	17,850		17,850				
Supplies	6,446		6,446				
Services	13,330		13,330				
<b>Administrative Services</b>							
<i>Allocated in proportion to hours for administrative staff, except for items unique to particular services</i>							
Overtime pay	1,500	1,243	-	43	56	53	105
Holiday pay	3,500	2,901	-	99	130	124	246
Employee medical/life ins	39,959	33,119	-	1,133	1,482	1,415	2,809
Clothing/employees	3,885	3,220	-	110	144	138	273
Books/videos/publications	2,356	1,953	-	67	87	83	166
Office supplies	15,200	12,598	-	431	564	538	1,068
Operational supplies	3,281	2,719	-	93	122	116	231
Copy / microfilm expenses	8,000	6,631	-	227	297	283	562
Letterhead / printed forms	4,962	4,113	-	141	184	176	349
Postage	7,000	5,802	-	199	260	248	492
Advertising / legal notice	450		450				
Contract services	7,565	6,270	-	215	281	268	532
Microfilming services	9,900		9,900				
Dues and memberships	1,200	995	-	34	45	43	84
Schooling & conferences	10,208	8,461	-	290	379	362	718
Radio / commun. Equip maint	12,000	9,946	-	340	445	425	844
Equipment maint contract	2,300	1,906	-	65	85	81	162

McLEAN COUNTY SHERIFF	Budget 11-30-2003	General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	Serve warrant
Employees medical expense	220	182	-	6	8	8	15
Laundry and cleaning	2,880		2,880				
Mobile team B	5,775		5,775				
Equipment rental	3,420	2,835	-	97	127	121	240
Travel expense	41,975	34,790	-	1,191	1,557	1,487	2,951
Telephone expense	54,690	45,329	-	1,551	2,029	1,937	3,844
Pur. Furnishings / off equipment	1,100	912	-	31	41	39	77
Jail Operations							
Allocated in proportion to hours for jail staff							
Overtime pay	95,500	-	85,869	-	-	9,631	-
TOPS payment	100,000	-	89,915	-	-	10,085	-
Employee medical/Mile Ins	172,559	-	155,157	-	-	17,402	-
Clothing/employees	16,130	-	14,503	-	-	1,627	-
Clothing/non-employees	9,891	-	8,894	-	-	997	-
Food	248,000	-	222,990	-	-	25,010	-
Linen and bedding	5,375	-	4,833	-	-	542	-
Books/videos/publications	2,451	-	2,204	-	-	247	-
Operational supplies	20,456	-	18,393	-	-	2,063	-
Paper supplies	1,800	-	1,618	-	-	182	-
Dietary utensils	2,450	-	2,203	-	-	247	-
Cleaning supplies	8,023	-	7,214	-	-	809	-
Personal hygiene supplies	8,025	-	7,216	-	-	809	-
Photo supplies / film proc	350	-	315	-	-	35	-
Copy / microfilm expenses	680	-	611	-	-	69	-
Letterhead / printed forms	4,641	-	4,173	-	-	468	-
Contract services	15,608	-	14,034	-	-	1,574	-
Schooling & conferences	5,500	-	4,945	-	-	555	-
ROE/Jail ed. Program	14,700	-	13,218	-	-	1,482	-
Maint. Bldgs / grounds / equi	2,114	-	1,901	-	-	213	-
Equipment maint contract	6,757	-	6,076	-	-	681	-
Employees medical expense	1,350	-	1,214	-	-	136	-
Laundry and cleaning	26,400	-	23,738	-	-	2,662	-
Prisoner housing/outside	62,400	-	56,107	-	-	6,293	-
Mobile team B	3,825	-	3,439	-	-	386	-
Non-contractual services	510	-	459	-	-	51	-
Bank service charge	600	-	539	-	-	61	-
Purchase of Police equipment	5,000	-	4,496	-	-	504	-
Fleet Management							

McLEAN COUNTY SHERIFF		Budget 11-30-2003	General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	Serve warrant
<i>Allocated in proportion to hours for fleet manager</i>								
Overtime pay	1,200	1,200						
Employee medical/life ins	2,550	2,550						
Clothing/employees	175	175						
Gasoline/oil/diesel fuel	79,000	79,000						
Operational supplies	6,558	6,558						
Vehicle maint. Repair	34,000	34,000						
Laundry and cleaning	1,100	1,100						
<b>Allocated County Expenses (source: Fiscal 2000 Central Services Cost Allocation Plan, Schedule A.003)</b>								
<b>Sheriff Non-Jail</b>								
<i>Allocated in proportion to hours for all staff except jail</i>								
Building use charge	54,431	9,953	39,260	2,984	568	385	1,281	
Social security	158,474	28,979	114,303	8,689	1,654	1,121	3,729	
Facilities Mgt	38,574	7,054	27,822	2,115	402	273	908	
County Admin	24,821	4,539	17,903	1,361	259	176	584	
Tort Judgment	92,559	15,926	66,760	5,075	966	655	2,178	
County Auditor	37,226	6,807	26,850	2,041	386	263	876	
County Treasurer	20,452	3,740	14,751	1,121	213	145	481	
Information Svcs	348,119	63,658	251,088	19,086	3,632	2,462	8,190	
<b>Jail Operations</b>								
Building use charge	780,722	-	780,722	-	-	-	-	
Social security	147,910	-	132,994	-	-	14,916	-	
Facilities Mgt	553,276	-	553,276	-	-	-	-	
County Admin	17,312	-	15,566	-	-	1,746	-	
Tort Judgment	926,392	-	832,969	-	-	93,423	-	
County Auditor	206	-	185	-	-	21	-	
County Treasurer	14,149	-	12,722	-	-	1,427	-	
Information Svcs	126,873	-	114,078	-	-	12,795	-	
Annualized cost of fee study (amortized over 5 years)	1,650			438	364	687	362	
<b>Total Non-Labor Expense</b>	<b>4,911,296</b>	<b>452,164</b>	<b>4,111,424</b>	<b>68,443</b>	<b>17,949</b>	<b>223,259</b>	<b>38,057</b>	
% Total Salaries (from Labor Analysis)	100.00%		89.29%	3.93%	0.62%	4.90%	1.26%	
Reallocate G&A Expenditures			403,753	17,780	2,801	22,152	5,677	
Non-Labor Expense + G&A Reallocated	4,911,296		4,515,177	86,223	20,750	245,411	43,734	

McLEAN COUNTY SHERIFF	Budget 11-30-2003	General & Administrative	All Other Dept. Activity	Serving / Attempting Civil Process	Returning each process	Taking all bonds on legal process	Serve warrant
Annual demand for service				5,077 24%	4,225 20%	7,964 37%	4,194 20%
Percent of fee service demand							
Law enforcement	Hours %	- 0.0%	66,346.84 91.1%	5,143.13 7.1%	316.88 0.4%	- 0.0%	993.16 1.4%
Criminal Investigation	Hours %	- 0.0%	9,100.00 100.0%	- 0.0%	- 0.0%	- 0.0%	- 0.0%
Administration	Hours %	17,308.03 82.9%	- 0.0%	592.32 2.8%	774.58 3.7%	739.67 3.5%	1,467.90 7.0%
Jail	Hours %	- 0.0%	70,060.94 89.9%	- 0.0%	- 0.0%	7,857.81 10.1%	- 0.0%
Fleet	Hours %	1,820.00 100.0%	- 0.0%	- 0.0%	- 0.0%	- 0.0%	- 0.0%
All staff except jail	Hours %	19,128.03 18.3%	75,446.84 72.1%	5,735.44 5.5%	1,091.46 1.0%	739.67 0.7%	2,461.06 2.4%

DEAN COUNTY SHERIFF

ACTIVITIES FOR FEE STUDY	# Per Year	Fee
Serving / Attempting Civil Process	5,077	\$17.00
Serving each process	4,225	\$7.00
Serving all bonds on legal process	7,964	\$20.00
Serving warrant	4,194	\$11.70

**Bold = Include in scope of study at client request**

- For serving or attempting to serve summons on each defendant in each county, **\$10.**
- For serving or attempting to serve an order or judgment granting injunctive relief in each county, **\$10.**
- For serving or attempting to serve each garnishee in each county, **\$10.**
- For serving or attempting to serve an order for replevin in each county, **\$10.**
- For serving or attempting to serve an order for attachment on each defendant in each county, **\$10.**
- For serving or attempting to serve a warrant of arrest, **\$0**, to be paid upon conviction.
- For returning a defendant from outside the State of Illinois, upon conviction, the court shall assess, as court costs, the cost of returning a defendant to the jurisdiction.
- For taking special bail, **\$1** in each county.
- For serving or attempting to serve a subpoena on each witness, in each county, **\$10.**
- For advertising property for sale, **\$5.**
- For returning each process, in each county, **\$5.**
- Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness, **50¢** each way.
- For summoning each juror, **\$3** with **30¢** mileage each way in all counties.
- For serving or attempting to serve notice of judgments or levying to enforce a judgment, **\$3** with **50¢** mileage each way in all counties.
- For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal.
- For feeding each prisoner, such compensation to cover the actual cost as may be fixed by the county board, but such compensation shall not be considered a part of the fees of the office.
- For attending before a court with prisoner, on an order for habeas corpus, in each county, **\$10** per day.
- For attending before a court with a prisoner in any criminal proceeding, in each county, **\$10** per day.
- For each mile of necessary travel in taking such prisoner before the court as Stated above, **15¢** a mile each way.
- For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, **\$10** and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, **50¢** each way.
- For executing and acknowledging a deed of sale of real estate, in counties of first class, **\$4;** second class, **\$4.**
- For preparing, executing and acknowledging a deed on redemption from a court sale of real estate in counties of first class, **\$5;** second class, **\$5.**
- For making certificates of sale, and making and filing duplicate, in counties of first class, **\$3;** in counties of the second class, **\$3.**
- For making certificate of redemption, **\$3.**
- For certificate of levy and filing, **\$3**, and the fee for recording shall be advanced by the judgment creditor and charged as costs.
- For taking all bonds on legal process, civil and criminal, in counties of first class, **\$1;** in second class, **\$1.**
- For executing copies in criminal cases, **\$1** and mileage for each mile of necessary travel, **20¢** each way.
- For executing requisitions from other States, **\$5.**

Bokfi = include in scope of study of client request!

For conveying each prisoner from the prisoner's own county to the jail of another county, or from another county to the jail of the prisoner's county, per mile, for going, only, 30¢.

For conveying persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, the following fees, payable out of the State Treasury. For each person who is conveyed, 35¢ per mile in going only to the penitentiary, reformatory, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, from the place of conviction.

The fees provided for transporting persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers shall be paid for each trip so made. Mileage as used in this Section means the shortest practical route, between the place from which the person is to be transported, to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers and all fees per mile shall be computed on such basis.

For conveying any person to or from any of the charitable institutions of the State, when property committed by competent authority, when one person is conveyed, 35¢ per mile; when two persons are conveyed at the same time, 35¢ per mile for the first person and 20¢ per mile for the second person; and 10¢ per mile for each additional person.

For conveying a person from the penitentiary to the county jail when required by law, 35¢ per mile.

For attending Supreme Court, \$10 per day.

In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court, except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court:

For judgments up to \$1,000, \$75;

For judgments from \$1,001 to \$15,000, \$150;

For judgments over \$15,000, \$300

McLEAN COUNTY SHERIFF	Statutory Price	Current fee price	Actual Cost	Sheriff's Proposed Price	Board Adopted
55 ILCS 5/4-5001					
For serving or attempting to serve summons on each defendant in each county, \$10.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve an order or judgment granting injunctonal relief in each county, \$10.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve each garnishee in each county, \$10.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve an order for replevin in each county, \$10.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve an order for attachment on each defendant in each county, \$10.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve a warrant of arrest, \$8, to be paid upon conviction.	\$8 cost	\$11.70 cost	\$23.62 See note 1	\$15.00 cost	cost
For returning a defendant from outside the State of Illinois, upon conviction, the court shall assess, as court costs, the cost of returning a defendant to the jurisdiction.	\$1	\$1	See note 1	\$1	\$1
For taking special bail, \$1 in each county.	\$10	\$17.00	\$51.11	\$25.00 w/mileage	
For serving or attempting to serve a subpoena on each witness, in each county, \$10.	\$5	\$5	See note 1	\$5	\$5
For advertising property for sale, \$5.	\$5.00	\$7.00	\$11.37	\$8.00	
Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness, 50¢ each way.	\$0.50 / mile each way	\$0.50 / mile each way	See note 1	\$0.50 / mile each way	\$0.50 / mile each way
For summoning each juror, \$3 with 30¢ mileage each way in all counties.	\$3 with \$0.30 / mile each way	\$3 with \$0.30 / mile each way	See note 1	\$3 with \$0.30 / mile each way	\$3 with \$0.30 / mile each way
For serving or attempting to serve notice of judgments or levying to enforce a judgment, \$3 with 50¢ mileage each way in all counties.	\$3 with \$0.50 / mile each way	\$17.00	\$51.11	\$25.00 w/mileage	
For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal.	cost	cost	See note 1	cost	cost
For feeding each prisoner, such compensation to cover the actual cost as may be fixed by the county board, but such compensation shall not be considered a part of the fees of the office.	\$12/day	\$12/day	See note 1	\$12/day	\$12/day
For attending before a court with prisoner, on an order for habeas corpus, in each county, \$10 per day.	\$10 / day	\$10 / day	See note 1	\$10 / day	\$10 / day

McLEAN COUNTY SHERIFF	Statutory Price	Current fee price	Actual Cost	Sheriff's Proposed Price	Board Adopted
For attending before a court with a prisoner in any criminal proceeding, in each county, \$10 per day.	\$10 / day	\$10 / day	See note 1	\$10 / day	\$10 / day
For each mile of necessary travel in taking such prisoner before the court as Stated above, 15¢ a mile each way.	\$0.15 / mile each way	\$0.15 / mile each way	See note 1	\$0.15 / mile each way	\$0.15 / mile each way
For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, \$10 and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, 50¢ each way.	\$10 with \$0.50 / mile each way	\$17.00	\$51.11	\$25.00 whitriage	
For executing and acknowledging a deed of sale of real estate, in counties of first class, \$4; second class, \$4.	\$4	\$4	See note 1	\$4	\$4
For preparing, executing and acknowledging a deed on redemption from a court sale of real estate in counties of first class, \$5; second class, \$5.	\$5	\$5	See note 1	\$5	\$5
For making certificates of sale, and making and filing duplicate, in counties of first class, \$3; in counties of the second class, \$3.	\$3	\$3	See note 1	\$3	\$3
For making certificate of redemption, \$3.	\$3	\$3	See note 1	\$3	\$3
For certificate of levy and filing, \$3, and the fee for recording shall be advanced by the judgment creditor and charged as costs.	\$3	\$3	See note 1	\$3	\$3
For taking all bonds on legal process, civil and criminal, in counties of first class, \$1; in second class, \$1.	\$1.00	\$20.00	\$57.92	\$25.00	
For executing copies in criminal cases, \$4 and mileage for each mile of necessary travel, 20¢ each way.	\$4 with \$0.20 / mile each way	\$4 with \$0.20 / mile each way	See note 1	\$4 with \$0.20 / mile each way	\$4 with \$0.20 / mile each way
For executing requisitions from other States, \$5.	\$5	\$6	See note 1	\$6	\$6
For conveying each prisoner from the prisoner's own county to the jail of another county, or from another county to the jail of the prisoner's county, per mile, for going, only, 30¢.	\$0.30 / mile one way	\$0.30 / mile one way	See note 1	\$0.30 / mile one way	\$0.30 / mile one way
For conveying persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, the following fees, payable out of the State Treasury. For each person who is conveyed, 35¢ per mile in going only to the penitentiary, reformatory, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, from the place of conviction.	\$0.35 / mile one way	\$0.35 / mile one way	See note 1	\$0.35 / mile one way	\$0.35 / mile one way

McLEAN COUNTY SHERIFF	Statutory Price	Current fee price	Actual Cost	Sheriff's Proposed Price	Board Adopted
The fees provided for transporting persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers shall be paid for each trip so made. Mileage as used in this Section means the shortest practical route, between the place from which the person is to be transported, to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers and all fees per mile shall be computed on such basis.	\$0.35 / mile one way	\$0.35 / mile one way	See note 1	\$0.35 / mile one way	\$0.35 / mile one way
For conveying any person to or from any of the charitable institutions of the State, when properly committed by competent authority, when one person is conveyed, 35¢ per mile; when two persons are conveyed at the same time, 35¢ per mile for the first person and 20¢ per mile for the second person, and 10¢ per mile for each additional person.	\$0.35 / mile	\$0.35 / mile	See note 1	\$0.35 / mile	\$0.35 / mile
For conveying a person from the penitentiary to the county jail when required by law, 35¢ per mile.	\$10/day	\$10/day	See note 1	\$10/day	\$10/day
For attending Supreme Court, \$10 per day.	\$600 / \$150	\$600 / \$151	See note 1	\$600 / \$151	\$600 / \$151
In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court; except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court:					
For judgments up to \$1,000, \$75;	\$75	\$75	See note 1	\$75	\$75
For judgments from \$1,001 to \$15,000, \$150;	\$150	\$150	See note 1	\$150	\$150
For judgments over \$15,000, \$300	\$300	\$300	See note 1	\$300	\$300
Note 1: Not included in review at client request, primarily due to infrequent demand and limited source data for cost calculations. Statutory prices will remain in effect for these services.					



## CONTRACT

This Contract, entered into this 16<sup>th</sup> day of March, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", acting by and for its Emergency Service and Disaster Agency (ESDA), hereinafter known as "the Agency," and Eric Hodges, hereinafter known as, "the Contractor":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5/5-1005(3) to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the McLean County ESDA; and

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

NOW, THEREFORE:

1. The purpose of this professional services contract is to provide technical assistance to the McLean County Emergency Services and Disaster Agency (ESDA) to assist in converting the Local Emergency Operations Plan documents to a more useable format, and to train ESDA staff on the maintenance and updating of new files in a compatible format. ESDA shall pay to the Contractor and the Contractor agrees to accept as full payment for the professional services furnished under this agreement, an amount not to exceed five thousand dollars (\$5,000).

The Contractor agrees to:

1. Eric Hodges, the Contractor, shall assist and perform his duties as assigned to him by ESDA, said duties to include:
  - Update and convert existing Emergency Operations Plan documents into PDF format
  - Assist in developing plan updates involving WMD threats and response plans
  - Re-format and update Mutual Aid Agreements
  - Train ESDA staff on PDF usage and procedures for updating and maintaining plan documents.

2. The Contractor, as an independent contractor, shall indemnify and hold harmless the County, ESDA, its agents, employees and assigns against any and all claims arising out of or relating to the Contractor's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on March 16, 2004, and terminate on June 30, 2004.
2. The Contractor 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 of this agreement. However, the County reserves the right to review the Contractor's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Contractor from engaging in other for-profit activities apart from the services provided by this contract.
4. The contractor shall submit bills for services on a periodic basis to ESDA for review and approval. The Contractor shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. 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 hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any

provision thereof.

8. 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.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Contractor upon giving thirty (30) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving thirty (30) days' written notice prior to the effective date of cancellation.
  - (c) At the request of ESDA upon giving thirty (30) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For ESDA:

Mr. Curtis Hawk  
Assistant Director  
104 West Front Street  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:



Eric Hodges  
Contractor

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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



McLean County

**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

March 5, 2004

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik 

Re: Old County Courthouse: Dome and Roof Project

At the February 17<sup>th</sup> Property Committee Stand-up Meeting, the Committee asked the Administrator's Office to provide alternatives for financing the renovation and restoration of the Dome and Roof at the Old County Courthouse. Mr. Jeff Koerber, Wiss, Janney, Elstner Associates, Inc., has advised the Committee that the low bid received from Kajima meets the bid specifications. Mr. Koerber has also advised the Committee that the project should include the base bid plus alternates 1,2,3,4,5, and 7 and a 15% construction contingency. For your information and review, here is a breakdown of the architect's recommended total construction budget, the grant funding available, and the shortfall:

Base Bid – Submitted by Kajima Construction	\$ 840,735.00
15% Construction Contingency -	\$ 126,110.00
Alternates 1,2,3,4,5 and 7 -	\$ <u>204,635.00</u>
Total Cost of Project -	\$ <u>1,171,480.00</u>
Illinois Public Museum Capital Grant -	\$ 500,000.00
Architect's Fee -	\$ 93,500.00
Available Grant Funding for Project -	\$ 406,500.00
Budget Shortfall for Project -	\$ <u>(764,980.00)</u>

The Honorable Chairman and Members of the Executive Committee  
March 5, 2004  
Page Two

In response to the Property Committee's request to present alternatives for funding this project, I have summarized below two alternatives for the Committee's review and consideration.

- (1) The sale of the McBarnes Memorial Building will net the County \$199,838.87 after closing costs, payment of the receivable due to the General Fund (\$100,009.63), and payment of the deficit in the McBarnes Building Capital Lease Fund (\$98,893.00) are subtracted from the sale. The Committee can recommend to the Board that 100% of the net proceeds from the sale of the McBarnes Memorial Building be applied to the restoration and renovation of the dome and roof areas of the Old County Courthouse.

For Option (2), after applying the net proceeds of the sale of the McBarnes Memorial Building to the project, the balance to be funded totals \$360,507.00. For Option (3), after applying the net proceeds of the sale of the McBarnes Memorial Building to the project, the balance to be funded totals \$565,142.00.

- (2) The balance to be funded for Option (2) and Option (3) can be funded in two ways. The Committee can recommend approval of an Emergency Appropriation from fund equity in the County's General Fund. At this time during the fiscal year, an Emergency Appropriation of this size would have a significant negative impact on the County's cash flow needs

Second, the Committee can recommend approval of a loan from the Public Building Commission. Such a loan would be structured for a fixed term (10 years) at 0% interest rate. The loan would be repaid through an annual appropriation in the Old County Courthouse program in the Facilities Management Departmental budget. For Option (2), where the principal amount to be borrowed is \$360,507.00, the annual payment over a 10-year term would be \$36,051.00. The addition of this loan payment to the Old County Courthouse budget would add approximately \$0.00132 to the County's total property tax levy. For Option (3), where the principal amount to be borrowed is \$565,143.00, the annual payment over a 10-year term would be \$56,514.00. The addition of this loan payment to the Old County Courthouse budget would add approximately \$0.00208 to the County's total property tax levy.

The Property Committee recommended approval of a loan from the Public Building Commission for the full amount of the budget shortfall. For this option, where the principal amount to be borrowed is \$764,980.00, the annual payment

The Honorable Chairman and Members of the Executive Committee  
March 5, 2004  
Page Three

over a 10-year period would be \$76,498.00. The addition of this loan payment to the Old County Courthouse budget would add approximately \$0.00281 to the County's total property tax levy.

Should you have any questions concerning the options available and the financing alternatives presented, please call me at 888-5110.

Thank you.

## MEMORANDUM

**Via:** Fax  
**To:** Jack Moody  
(jack@mclean.gov) Facilities Manager, McLean County  
**From:** Jeff Koerber  
**Date:** 16 February 2004  
**Project:** Restoration and Renovation of the Dome and Roof Areas of the  
McLean County Museum of History located at the Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Response to questions on contractors' bids

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### Summary

Following the request of the Property Committee on 5 February 2004 to review the bids received on 28 January 2004 and recommend an apparent low bidder, WJE contacted the three general contractors (P.J. Hoerr, Felmley-Dickerson, and Kajima) to respond to specific questions regarding their costs submitted on the Bid Form included in WJE's construction documents dated 25 November 2003. Our questions were intended to verify that the bidders have a correct understanding of the scope of work as described in the contract documents, as well as determine why some of the bidders' responses varied widely.

All three contractors were able to provide satisfactory answers to clarify the variations. The apparent low bidder for the project is Kajima Construction Services, with a Base Bid total of \$840,735.00. This judgment is based on objective comparison of the Base Bid price and our review of the Package Prices and Unit Costs to determine that the bidder has sufficient understanding of the scope of work as contained in the contract documents. Inclusion of alternates, selected on the basis of priority of work, does not affect who is the low bidder, and is discussed below.

We understand that the Property Committee is in the process of determining if additional budget can be allocated to allow the project to proceed as contained in the bid documents. We recommend that sufficient funds be obtained to allow acceptance of Alternates No. 1, 2, 3, 4, 5, and 7 in addition to the Base Bid. In addition to the budget amount necessary to accept the Base Bid and selected alternates listed above, we also recommend that a construction contingency of 15 percent minimum be included. Based on the Base Bid alone submitted by Kajima, the total construction budget amount should be \$966,845.00. The total construction budget for Kajima of Base Bid plus Alternates No. 1, 2, 3, 4, 5, and 7 should be \$1,171,480.00.

Should only part of the additional funding be obtained, then we would first ask you and the Property Committee if it is permissible to negotiate with the apparent low bidder to bring the project within the available budget. Because of the cost breakdowns obtained on the Bid Form and clarifications outlined in this memo, WJE has sufficient information from each of the bidders to be able to assist McLean County in this negotiation. If no additional funding can be allocated, then the contract documents should be revised and the project rebid.

### Contractor Responses

WJE prepared a memo for each of the three general contractors submitting bids for the project. Copies of these memos are attached. All three contractors were asked the following questions:

1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
3. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form. Please explain what is included in this unit price.
4. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form. Please explain what is included in this unit price.
5. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form. Please explain what is included in this unit price.
6. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form. Please explain what is included in this unit price.
7. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form. Please explain what is included in this unit price.

The purpose of questions 1 and 2 was to determine how closely the contractors based their bids on the drawings and technical specifications. For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions were asked to ascertain if there were any other deviations in the submitted bids. Questions 3 through 7 were meant to determine the reasons for differences in the unit prices between the three bidders.

Additional questions specific to each of the three bidders, along with their responses, are provided below. Contractors were given the option of either discussing their responses by telephone with Jeff Koerber of WJE or in writing. The responses from P.J. Hoerr and Felmley-Dickerson were relatively straightforward, and were discussed with Mr. Koerber by telephone on Friday, 13 February 2004. Kajima responded in writing with a memo forwarded to Mr. Koerber by fax and e-mail on 13 February. A copy of the memo from Kajima is attached.

#### *P.J. Hoerr*

P.J. Hoerr submitted a Base Bid of \$1,048,700.00, the highest of the three submitted. In response to questions 1 and 2 outlined above, Mr. Andy Kaufman of P.J. Hoerr stated that their bid included a construction cost contingency of 10 percent.<sup>1</sup> If this contingency amount was removed from their base bid amount, P.J. Hoerr's Base Bid would be \$953,364.00, which is still the highest of the three bids. Mr. Kaufman also stated that the price for Alternate No. 1 was based on the proposal they received from a product supplier whose recommendation included replacement of the clock mechanism and the clock faces. The contract documents prepared by WJE included reinstallation of the existing clock mechanism

<sup>1</sup> The contract documents did not include as part of the contractor's bid a requirement to include a construction cost contingency. Typically, it is the task of the owner to include contingency in the construction budget. If P.J. Hoerr's bid was the lowest, the issue of their inclusion of contingency in their bid would require additional examination. Since their bid was the highest, even with the exclusion of the contingency amount, the issue is moot.

under Alternate No. 1 and rehabilitation of the clock faces under the Base Bid. Since the product supplier's proposal was received only a short time before the bid opening, P.J. Hoerr was unable to discuss the differences in the scope of work with WJE. (Our recommendations for the scope of work to be included under Alternate No. 1 remains as stated in the contract documents).

In response to the questions on Unit Prices, Mr. Kaufmann stated that these were supplied by their masonry subcontractor, but that these price figures do not include general condition costs. (See discussion for Kajima.) WJE did not have any additional questions on the bid submitted by P.J. Hoerr.

#### *Felmley-Dickerson*

Felmley-Dickerson submitted a Base Bid of \$943,000.00, the middle of the three bids. In response to questions 1 and 2, Mr. David Peel of Felmley-Dickerson restated the same scenario for their inclusion of a different scope of work for Alternate No. 1 as P.J. Hoerr. Their bid did not include a construction cost contingency.

In response to the questions on Unit Prices, Mr. Peel stated that these were supplied by their masonry subcontractor (the same one as quoted by P.J. Hoerr), and that these price figures do not include general condition costs.

As discussed at the Property Committee meeting on 5 February 2004, the Package Prices submitted by Felmley-Dickerson were significantly higher than those of the other two bidders. WJE asked Felmley-Dickerson to respond to the following additional questions:

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$647,800.00. Please explain what is included in this package price.
2. The package price for item 4, "repair of the limestone dome drum cladding (Base Bid only)," is stated on your bid form as \$338,400.00. Please explain what is included in this package price.
3. The package price for item 6, "repair of roof edge limestone balustrade (Base Bid only)," is stated on your bid form as \$223,900.00. Please explain what is included in this package price.

The response from Felmley-Dickerson was that their package prices differ in significant assumptions than the other two bidders. Felmley-Dickerson assumed that the package prices should include all labor, material, and general conditions (access, overhead, profit, etc.) costs if the scope of work described by the package price title were performed exclusive of all other work, i.e., as if that were the entire scope of work of a separate project. With this approach, general condition costs that are shared by the dome roofing and dome drum masonry work, for example, is counted twice. WJE had intended that the Package Prices should be approached as if they are still part of the overall scope of work, and that the general conditions costs would be shared. By distributing general conditions costs, the package prices submitted by Felmley-Dickerson are actually more in line with the other two bidders.

#### *Kajima*

Kajima submitted a Base Bid of \$840,735.00, the lowest of the three Base Bids. In response to question 1, Mr. Jim Romba stated in a memo (see attachment) that the no costs were included in the bid that were not addressed by the contract documents prepared by WJE. In response to question 2, Mr. Romba states that the Package Prices and Unit Costs and do not include all general condition items. We discussed this issue further with Mr. Romba by telephone on 16 February 2004. We requested that Mr. Romba verify what was and what was not included in the Unit Costs in particular and respond to WJE as soon as possible. Since comparison of Package Prices and Unit Costs does not determine the low bidder, this exclusion of



these costs does not affect our recommendation. However, these items would need to be resolved during negotiation of the construction contract for the schedule of values for project pay requests.

The Package Price for "repair and replacement of dome and lantern roofing" was stated by Kajima as \$2,080.00, which appeared to be an error. In response to our question on this, Mr. Romba confirmed that this cost was not transcribed correctly, and that the correct cost is \$235,800. This correction does not, however, change the Base Bid figure submitted by Kajima.

**Alternates**

Although at first glance the prices submitted by the bidders for alternate scope of work items appear to diverge significantly, our review found them to be consistent with the Base Bid and other price information submitted by each general contractor. As stated above, the costs for Alternate No. 1 submitted by P.J. Hoerr and Felmléy-Dickerson were not based on the contract documents. As stated in the attached memo, the cost submitted by Kajima does not include all of the items included in the contract documents (the cost of the bell strike mechanism is not included). Kajima's final cost for Alternate No. 1 needs to be resolved. The total cost of Alternate No. 1, however, will likely be relatively small in comparison to the overall project.

Alternates No. 2 through 5 address implementation of dome drum masonry repairs in lieu of stabilization work outlined in the Base Bid. These are desirable alternates to accept, since the scaffolding to access the dome roof can be designed to allow access to the dome drum. Alternates No. 6, 7, and 8 are of lesser priority than Alternates No. 1 through 5. If possible, however, it would be desirable to include a portion of or all of Alternate No. 7, which calls for the repair of the existing cornice gutter membrane lining. This item is potentially susceptible to damage during implementation of the repair work on the dome and dome drum.

If the Property Committee can obtain additional funds to move ahead with the project, we recommend that sufficient funds be obtained to allow that Alternates No. 1, 2, 3, 4, 5, and 7 be accepted. Shown below are the totals for the three contractors if these alternates are accepted. Note that Kajima still remains the apparent low bidder.

Bid from:	P.J. Hoerr	Felmléy-Dickerson	Kajima
BASE BID	\$ 953,364.00 <sup>2</sup>	\$ 943,000.00	\$ 840,735.00
Alternate No. 1	? <sup>3</sup>	? <sup>3</sup>	6,500.00
Alternate No. 2	85,000.00	46,300.00	80,878.00
Alternate No. 3	14,000.00	5,000.00	2,936.00
Alternate No. 4	57,000.00	22,200.00	61,070.00
Alternate No. 5	74,000.00	28,600.00	23,160.00
Alternate No. 7	11,000.00	3,900.00	3,400.00
<b>TOTAL</b>	<b>\$ 1,194,364.00</b>	<b>\$ 1,049,000.00</b>	<b>\$ 1,018,679.00</b>

<sup>2</sup> This is an adjusted "Based Bid" that eliminates the contingency included by P.J. Hoerr.

<sup>3</sup> The cost proposal as submitted by P.J. Hoerr and Felmléy-Dickerson is not included to allow a fairer comparison in costs.

### **Construction Budget**

In addition to the budget amount necessary to accept the Base Bid and selected alternates as listed above, we also recommend that a construction contingency of 15 percent minimum be included. Based on the Base Bid figure submitted by Kajima, the total construction budget amount should be \$966,845.00. The total construction budget for Base Bid plus Alternates No. 1, 2, 3, 4, 5, and 7 should be \$1,171,480.00.

Should only part of the additional funding be obtained, then we would first ask you and the Property Committee if it is permissible to negotiate with the apparent low bidder to bring the project within the available budget. Because of the cost breakdowns obtained on the Bid Form and clarifications outlined in this memo, WJE has sufficient information from each of the bidders to be able to assist McLean County in this negotiation. If it is not permissible to perform this negotiation, then the contract documents should be revised to reflect the available budget (using the cost information on the bids already obtained) and the project rebid.

If no additional funding can be allocated for this project, then the most promising course of action is to limit the scope of repair work. There is sufficient budget in the original grant amount to perform the most critical masonry work at the dome drum and balustrade. To meet the qualifications of the grant, we understand from Mr. Greg Koos that an amendment would be necessary, which would take at least four months. WJE has sufficient information from the apparent low bidder to assist McLean County in negotiating the final construction amount. It would be better, however, to rebid the project in order to obtain the most competitive pricing.

Please contact us if you have any questions.

cc: Greg Koos - McLean County Museum of History  
Diane R. Bostic - McLean County Property Committee

## MEMORANDUM

**Via:** Fax  
**To:** Andy Kaufman P.J. Hoerr, Inc. (309) 888-9556  
**From:** Jeff Koerber  
**Date:** 10 February 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Bid opening results, 28 January 2004

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We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
  2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids are submitted.

- II. **Package Prices.** (No questions are being asked regarding the bidder's package prices)

III. Unit Prices. The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$220.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$1,300.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$570.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$750.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$310.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.

## MEMORANDUM

**Via:** Fax  
**To:** John Meek Felmley-Dickerson Co. (309) 828-5528  
**From:** Jeff Koerber  
**Date:** 10 February 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Bid opening results, 28 January 2004

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We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
  2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids as submitted.

- II. **Package Prices.** The Bid Form states the following regarding the requested package prices:

Lump sum costs shall be provided on the following categories of work as described in the Drawings and Project Manual. The package price shall include the cost of all materials, labor, equipment,

scaffolding, taxes, overhead, profit, etc. that are necessary to perform the work and/or to install items as specified in the drawings and specifications.

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$647,800.00. Please explain what is included in this package price.
2. The package price for item 4, "repair of the limestone dome drum cladding (Base Bid only)," is stated on your bid form as \$338,400.00. Please explain what is included in this package price.
3. The package price for item 6, "repair of roof edge limestone balustrade (Base Bid only)," is stated on your bid form as \$223,900.00. Please explain what is included in this package price.

**III. Unit Prices.** The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$202.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$1,202.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$528.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$696.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$288.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.



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## MEMORANDUM

Via: Fax  
To: Jim Romba  
From: Jeff Koerber  
Date: 10 February 2004  
Project: Old McLean County Courthouse  
WJE No. 2001.3337  
Subject: Bid opening results, 28 January 2004

Kajima Construction Services (309) 454-6818

We have reviewed, in conjunction with the Owner and Tenant, the results of the bid opening on Wednesday, 28 January 2004, for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse. We have specific questions for each of the bidders on package price and/or unit price figures requested on the Bid Form in the Contract Documents.

As the bidders were made aware at the Pre-Bid Meeting on 6 January 2004, the project is being funded by a grant from the Illinois Department of Natural Resources. All of the bids exceed the available funds of the grant; however, McLean County is determining if additional funds can be appropriated to allow the project to move ahead with the scope as outlined in the bid documents. In the meantime, McLean County has directed WJE to review the bids as submitted. Our questions are intended to verify that the bidders have a clear understanding of the scope of work as described in the documents. Following our review of your responses, WJE will be making a recommendation to McLean County on the potential for awarding the project based on the bids already received.

Bidders are requested to respond to the following questions, either in writing or by telephone, prior to 5:00 P.M. on Friday, 13 February 2004. Responses should be made to Jeff Koerber at WJE, either to the above address or by fax in the case of written responses, or at the above telephone number in the case of verbal responses.

- I. Each of the bidders is requested to respond to the following two questions:
1. Is there anything your bid includes that is not addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.
  2. Is there anything your bid does not include that is addressed in the bid documents prepared by WJE dated 25 November 2003? Please explain your reasons for this deviation.

For example, we are aware that two of the bidders supplied a price for Alternate No. 1 for a different scope of work than that requested in the bid documents. These questions are being asked to ascertain if there are any other deviations in the bids as submitted.

- II. Package Prices. The Bid Form states the following regarding the requested package prices:

Lump sum costs shall be provided on the following categories of work as described in the Drawings and Project Manual. The package price shall include the cost of all materials, labor, equipment,

scaffolding, taxes, overhead, profit, etc. that are necessary to perform the work and/or to install items as specified in the drawings and specifications.

1. The package price for item 3, "repair and replacement of dome and lantern roofing," is stated on your bid form as \$2,080.00. Please explain what is included in this package price.

**III. Unit Prices.** The Bid Form states the following regarding the requested unit prices:

Should the final quantities for each of the following items vary from the estimated quantity, the difference between the final and estimated quantity shall be multiplied by the Unit Price. If the quantity difference is positive, the dollar amount is considered as an additional cost. If the quantity difference is negative, the dollar amount is considered as a credit.

Unit costs shall be provided on the following categories of work as described in the drawings and specifications. Unit prices shall include the cost of all labor, materials, equipment, tools, scaffolding, facilities, services, and supervision, taxes, overhead, profit, additional bonding, etc. that are necessary to perform the Work and/or to install items as specified in the Project Manual.

1. The unit price for item 6, for repair of limestone units at course 29, is stated on your bid form as \$2,792.00. Please explain what is included in this unit price.
2. The unit price for item 7, for replacement of limestone units at course 29, is stated on your bid form as \$2,528.00. Please explain what is included in this unit price.
3. The unit price for item 8, for replacement of limestone units at course 28, is stated on your bid form as \$2,528.00. Please explain what is included in this unit price.
4. The unit price for item 9, for replacement of limestone units at course 27, is stated on your bid form as \$2,746.00. Please explain what is included in this unit price.
5. The unit price for item 17, for replacement of carved limestone baluster units at the roof perimeter, is stated on your bid form as \$1,900.00. Please explain what is included in this unit price.

Please contact me if you have any questions or when you are ready to provide responses.



2001.3337  
JPK

# FAX MEMORANDUM

Project: McLean County Courthouse Pages: 2  
 WJE No. 2001.337

To: Jeff Koerber  
 Wiss, Janney, Elistner Associates, Inc.

From: Jim Romba

Date: February 13, 2004

Subject: WJE 2-10-04 Memo on McLean County Courthouse Project

Phone:

Original Copy: Will not follow XXX  
 Will follow by \_\_\_\_\_ Regular mail Other:

Jeff,

Please review the following response to your 2-10-04 memo concerning the McLean County Courthouse Restoration and Renovation Project. If you have any further questions or comments, please forward them to my attention.

### Section I. Questions

1. At this time I am not aware of any items included in the bid that were not addressed in the bid documents.
2. Several items were addressed in the bid documents but not listed in KCS's bid. These excluded items are as follows:
  - a. No sales tax was included as most of this cost would be generated by the replacement of existing materials with new. This cost would be provided if requested.
  - b. No scaffold cost or crane costs were included in the other package prices. These package prices 2 to 6 included all materials, labor, profit and over head for the subcontractor. These prices did not include KCS's additional profit and overhead fee. These costs also did not include sales tax. The scaffold cost and crane cost was included in the over all price submitted to WJE, but not in this section.
  - c. No crane costs were included in the unit pricing. Without direction as to quantity and location, no estimate was possible.
  - d. No price was received at bid time for the supply and installation of a new flag pole for alternate # 6. The listed price only dealt with the credit for not cladding the existing with metal.

FAX MEMORANDUM

Reply to WJE 2-10-04 Memo  
Page 2 Dated 2-13-04

e. No KCS overhead and profit was included in the package pricing. Revised costs will be sent if requested.

f. Alternate No.1 included only the electrical work as described on Plan Sheet E1, Electrical Notes #2.A, 2.B, and 2.C. I had requested a bid from the listed contractors in the specification for clock repair and replacement, including cost for the reuse or replacement of the various items. I not received this information at bid time. I will supply this cost if requested.

g. Alternative No. 2 included the stone work but did not include the required metal work or perlite, ice and water shield. This cost is available if requested

h. Unit price #4 was not available at bid time. This cost will be supplied if requested.

i. Unit price # 5 was not available at bid time. This cost will be supplied if requested.

### Section II. Package Prices

The package price for item #3 was incorrectly copied. The correct number for this price is \$235,800 dollars. This cost does not include KCS overhead and profit. This does not change KCS's overall bid as originally listed.

### Section III. Unit Pricing

The unit pricing listed in my bid proposal included the costs for repair or replacement of the stated item, but excluded crane costs, scaffold costs, sales tax, or KCS overhead and profit. All other requirements are included in this cost to complete.

1. (Item 6) This repair cost is per stone unit.
2. (Item 7) This replacement cost is per stone unit.
3. (Item 8) This replacement cost is per stone unit.
4. (Item 9) This replacement cost is per stone unit.
5. (Item 17) This replacement cost is per stone unit.

Please contact me if you have any additional comments or questions regarding this project.

Jim Romba  
Kajima Construction Services  
CC: Jim Lake, John Milani  
file

100 N. Mitsubishi Motorway  
Normal, IL 61761  
Tel: (309) 451-3215 ext.301 • Fax: (309)454-6818



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www.wje.com

## MEMORANDUM

**Via:** E-mail  
**To:** Jack Moody  
(jack@mclean.gov)  
**From:** Jeff Koerber  
**Date:** 29 January 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Bid opening results, 28 January 2004

Facilities Manager, McLean County

### Draft

The following are the results of the bid opening for the Restoration and Renovation of the Dome and Roof Areas of the McLean County Museum of History located at the Old McLean County Courthouse on Wednesday, 28 January 2004. All of the bids were over the available budget for this project, which is approximately \$406,000. The conclusion of this memo outlines possible options for moving ahead with repair work on the building with the available funds. A description of the scope of work for the Base Bid and Alternates is attached to this memo. Comments on specific aspects of the bids are given below as footnotes.

Bid from:	P.J. Hoerr	Felmley-Dickerson	Kajima
<b>BASE BID</b>	<b>\$ 1,048,700.00</b>	<b>\$ 943,000.00</b>	<b>\$ 840,735.00</b>
Package Prices			
Scaffolding	\$ 122,000.00	\$ 119,200.00	\$ 69,866.00
Removal of bird guano	\$ 14,000.00	\$ 13,700.00	\$ 12,780.00
Replacement of dome and lantern roofing <sup>1</sup>	\$ 280,000.00	\$ 647,800.00	\$ 2,080.00
Repair of limestone dome drum cladding (Base Bid only) <sup>2</sup>	\$ 22,000.00	\$ 338,400.00	\$ 14,235.00
Repair of roof cornice gutter (Alternate No. 7)	\$ 4,000.00	\$ 9,900.00	\$ 3,400.00
Repair of roof edge limestone balustrade (Base Bid only)	\$ 190,000.00	\$ 223,900.00	\$ 120,725.00
<b>Alternate No. 1<sup>3</sup></b>	<b>\$ 180,000.00</b>	<b>\$ 150,400.00</b>	<b>\$ 6,500.00</b>
<b>Alternate No. 2</b>	<b>\$ 85,000.00</b>	<b>\$ 46,300.00</b>	<b>\$ 80,878.00</b>
<b>Alternate No. 3</b>	<b>\$ 14,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 2,936.00</b>
<b>Alternate No. 4</b>	<b>\$ 57,000.00</b>	<b>\$ 22,200.00</b>	<b>\$ 61,070.00</b>
<b>Alternate No. 5</b>	<b>\$ 74,000.00</b>	<b>\$ 28,600.00</b>	<b>\$ 23,160.00</b>
<b>Alternate No. 6</b>	<b>\$ 1,300.00</b>	<b>\$ 600.00</b>	<b>\$ (1,200.00)</b>
<b>Alternate No. 7</b>	<b>\$ 11,000.00</b>	<b>\$ 3,900.00</b>	<b>\$ 3,400.00</b>
<b>Alternate No. 8</b>	<b>\$ 55,000.00</b>	<b>\$ 19,100.00</b>	<b>\$ 66,142.00</b>
<b>Total</b>	<b>\$ 1,526,000.00</b>	<b>\$ 1,219,100.00</b>	<b>\$ 1,083,621.00</b>

<sup>1</sup> Even though only one roofing subcontractor provided bids, there are three widely varying package prices for this item. This may be an indication that the scope of work was not clear to the bidders.

<sup>2</sup> It is not known why the bid from Felmley-Dickerson is so much more than the package price provided by the other two bidders.

<sup>3</sup> Two of the three bidders provided costs for *replacement* of the existing clock mechanism rather than *reinstallation* as outlined in the documents.

The scope of the contract documents was based on the terms of the Illinois Department of Natural Resources Grant under the Illinois Museums Grant Program for 2003. The \$500,000 grant was awarded in December 2002 specifically for the repair of the building's dome and roofing system. WJE subsequently prepared a scope of services for the development of contract documents for repair of selected items at the dome and roof levels. As explained in our proposal to McLean County for these services dated 18 December 2002 and subsequently revised on 22 April 2003, it was thought that replacement of the copper dome, selected repairs of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed. This was based on the cost estimate prepared by our subconsultant, CRM, Inc., during the preparation of our investigation report dated 28 August 2002. It will also be remembered that our fee for architecture and engineering services totaled \$93,500.

WJE began preparation of contract documents in June 2003 and was ready for bidding by mid-December 2003. Because the development of repair documents inevitably uncovers or determines necessary additions to the scope of repair work, I asked our subconsultant to review the documents in comparison with their previous estimate. I then discussed this with him by telephone to get his opinion, which was that the base bid would likely be slightly over the available budget amount, but that we were requesting enough unit price information to be able to reduce the scope sufficiently to bring the project within scope. As it has turned out, we were wrong. Cost estimating of a scope of work as specialized as that shown in our contract documents is difficult. Many factors, not the least of which is regional construction practice, affect the bid results.

There are several reasons for the discrepancy between the estimate construction costs, prepared by WJE with assistance from CRM, Inc., and the bid amounts listed above.

- The scope of work outlined in the contract documents is the most complex and unusual of the entire restoration effort on the Old McLean County Courthouse. To many members of the project team I have referred to it as "building a watch," or more accurately it is reconstructing the housing for "a watch" (the clock) at the most difficult part of the building to reach. I say this not to be facetious but to communicate the delicacy of the work that is involved (this is why WJE's fee is approximately 20 percent of the grant amount). The costs for access to the dome and dome drum are difficult to assess other than under bid conditions.
- The scope of the repair work involves two major trades, masonry and roofing, as well as a small amount of electrical work for the clock mechanisms. The particular types of masonry and roofing work, however, require highly skilled contractors to implement the repairs. The costs this work, too, are difficult to assess other than under regional bid conditions.
- It is possible, given the apparent complexities of the project as evidenced by the bid form that contractors were required to fill out, that the project appeared more complicated than it really was. As part of the possible courses of action outlined at the end of this memo, WJE will examine the bid form and other documents to determine if scope of work can be state with more clarity.
- The three bids listed above all referenced the same subcontracting source for sheet metal roofing work. We do not have access to the bids from other potentially qualified subcontractors. I am familiar, however, with one potentially qualified subcontractor who decided not to bid on the project because they wished to be the general contractor but did not attend the mandatory pre-bid meeting. As part of the possible courses of action outlined at the end of this memo, WJE will examine the contract documents to determine if there may have been factors that inhibited competition.

- During the development of the contract documents, repair of the built-up roofing membrane at the base of the dome was added to the scope of work based on concerns by McLean County Facilities Management and the McLean County Museum of History staff. This probably did not contribute a significant amount to the cost, but it did add to the project another crew to perform this particular work.
- The bidders did not always address the contract documents in preparing their bids. For example, two of the bidders submitted an alternate and costly scope of work for Alternate No. 1 that is not a priority, a necessity, or desirable. As part of the possible courses of action outlined at the end of this memo, WJE will examine the clarity of the documents.
- As stated above, development of repair documents inevitably uncovers or determines necessary additions to the scope of repair work, which in turn results in cost additions.

At this time, having reviewed the bids for one day, I see at least three possible courses of action in order to continue the project. More options may become apparent in the coming days and weeks.

- **Increase the project budget.** I understand it is unlikely that funds could be obtained in an expeditious manner. Nonetheless, this option should be considered.
- **Decrease the project scope by focusing on roofing repairs.** It may be possible to advance the project by performing *just* the dome sheet metal replacement and necessary repairs to the supporting structure and excluding all but the most serious masonry repairs. There would still be potential problems with access, and associated costs related to that access. WJE will study this possibility in the coming days and give a verbal report to the Property Committee at their meeting on 5 February 2004.
- **Decrease the project scope by focusing on masonry repairs.** This is likely the most promising option to pursue. Based on the information provided by the bids, the masonry repair work could probably be performed well within the grant amount. Our investigation report dated 28 August 2002 prioritized the repair of the dome and roofing on the building in Phase 2 and 3. Masonry repairs, however, were prioritized in Phase 1 and 2, and realistically should take precedence. It would be necessary to inform Illinois Department of Natural Resources that a change in scope is necessary because of bid results, but WJE can assist you with the preparation of backup information for this.

I would like to conclude this memo by making three final points. First, if it is decided to move ahead with the project in one form or another based on WJE recommendation, I would like to assure you that WJE will not require adjustment to our contract provided there is not a radical change in the scope of repair work. (By radical, I mean desiring to repair an area of the building completely different from those areas addressed by our contract documents dated 25 November 2003.) The two options for scope reduction outlined above both involve alterations to existing documents and not creation of new documents. Second, there is much valuable information that the bidders gave us in submitting their bids, and this will be useful not only in the development of the current project but also in the development of future phases of repair work. Finally, even if a portion of the work is deleted from the scope of the contract document, it is inevitable that the deleted portion will need to be performed. Please remember that our investigation report outlined \$2.7 million in repairs, phased over several years. Work that is deferred is only deferred, not eliminated, and the documents prepared for this work will eventually be needed by McLean County for the building's preservation.

cc: Greg Koos - McLean County Museum of History  
Diane R. Bostic - McLean County Property Committee



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## MEMORANDUM

**Via:** E-mail  
**To:** Jack Moody  
(jack@mclean.gov) Facilities Manager, McLean County  
**From:** Jeff Koerber  
**Date:** 29 January 2004  
**Project:** Old McLean County Courthouse  
WJE No. 2001.3337  
**Subject:** Scope of Work Description

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The following is a description of the scope of repair work on the dome and roof areas of the Old McLean County Courthouse as included in the contract documents dated 25 November 2003, prepared by WJE. The Old McLean County Courthouse is approximately 100 years old and has been listed on the National Register of Historic Places since 1973. The exterior facade of the building is clad with Indiana limestone; the main roof has a built-up membrane; and the dome is clad with copper sheet metal. The scope of work for this project includes replacement of the existing copper sheet metal cladding on the dome with new copper sheet metal; replacement, repair, or stabilization of distressed limestone cladding on the dome drum and balustrade; and repair of existing built-up roofing at selected areas of the main roof level. Items 1 through 6 below constitute the Base Bid in the contract documents dated 25 November 2003. There are

1. Replace existing copper sheet metal cladding on dome with new copper sheet metal.
  - a. Remove bird guano from lantern floor and dome attic floor.
  - b. Remove existing plaster ceiling and steel mesh from the upper portion of the dome attic space.
  - c. Install temporary weather enclosure over access stair to dome attic space.
  - d. Install temporary weather covering at floor of dome attic with provision for water runoff.
  - e. Remove selected existing ornamental copper sheet metal units for repair and reinstallation.
  - f. Remove selected existing ornamental copper sheet metal units for salvage to Owner and Tenant and/or proper disposal by Contractor.
  - g. Remove existing steel pole clad with copper sheet metal cladding from peak of lantern roof.
  - h. Remove existing copper sheet metal cladding and steel attachment clips.
  - i. Remove existing mesh screens from lantern facade openings.
  - j. Remove surface corrosion from existing structural steel elements.
  - k. Paint existing structural steel elements.
  - l. Install new galvanized steel angles to support new plywood sheathing.
  - m. Install new waterproofing membrane over new plywood sheathing.
  - n. Install new anchorage for existing stationary bronze bell.
  - o. Install new copper sheet metal roofing.
  - p. Install new lead coated copper sheet metal roofing and new lead coated copper access hatch at lantern floor.
  - q. Install new ornamental copper sheet metal units.
  - r. Install existing repaired ornamental copper sheet metal units.
  - s. Install new insulated glazing units at new copper sheet metal ocular windows.
  - t. Install new galvanized steel pole clad with new sheet metal cladding at lantern peak (Base Bid -- see Alternate No. 8 for alternate scope of work).
  - u. Install new aluminum louvers with storm blades and copper mesh screens at lantern facade openings.

2. Repair of the clock faces.
  - a. Remove existing active and archival clock mechanisms located in dome attic and relocate to storage designated by Tenant.
  - b. Remove the existing glass panels.
  - c. Replace existing fractured glass panels with new glass panels.
  - d. Remove existing metal brackets and fasteners anchoring existing wrought iron clock face frame.
  - e. Remove existing wrought iron clock face frame.
  - f. Allow Architect/Engineer access to wrought iron clock face frame for finishes analysis work.
  - g. Paint wrought iron clock face frame.
  - h. Grind edges of existing glass panels to be reused.
  - i. Fabricate new aluminum frames to hold existing and new glass panels.
  - j. Reinstall existing wrought iron clock face frame, anchored with new stainless steel brackets and fasteners.
  - k. Install new aluminum frames with glass panels.
3. Repair limestone cladding at courses 23, 24, 25, 26, 27, 28 and 29:
  - a. Remove selected existing limestone cladding units at courses 26, 27, 28 and 29.
  - b. Remove limestone cap units above engaged columns at course 25.
  - c. Repoint existing limestone masonry joints at courses 23, 24, and 25.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Repair existing fractured limestone units at course 29 for subsequent reinstallation.
  - f. Reset limestone cap units at course 25.
  - g. Install new limestone dutchman repairs with new stainless steel anchors at selected stone units.
  - h. Reinstall existing limestone cladding units removed at courses 26, 27, 28 and 29 with new stainless steel anchors.
  - i. Install new lead coated copper sheet metal flashing at courses 25 and 28.
  - j. Install new lead joint covers at course 29.
4. Stabilize limestone units at drum of dome at courses 0 through 22:
  - a. Remove existing limestone spalls and existing mortar patches.
  - b. Remove exposed portion of existing ferrous metal strap anchors at spall and mortar patch locations.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Install new stainless steel helical anchors at stone units where spalls and mortar patches are removed.
  - e. Rout existing cracks in existing stone units and install bond breaker tape and sealant.
5. Repair existing built-up roofing at portion of main roof level at base of dome drum.
6. Install stabilization at existing limestone balustrade.
7. Alternate No. 1: Maintenance and reinstallation of clock mechanisms.
  - a. Perform maintenance work on selected clock mechanism components.
  - b. Reinstall clock mechanisms and return components to functionality.
  - c. Provide new bell strike mechanism and hook up to existing clock control panel.
8. Alternate No. 2: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 6 through 8.

9. Remove existing limestone units at courses 6 and 7:
  - a. Remove exposed portion of existing ferrous metal strap anchors.
  - b. Paint exposed end of ferrous metal strap anchors.
  - c. Repoint existing backup brick masonry where limestone cladding units are removed.
  - d. Repoint existing limestone masonry units at course 8.
  - e. Remove the existing built-up roofing membrane on the setback above course 8.
  - f. Install new lead coated copper sheet metal roofing on the setback above course 8.
  - g. Install new limestone units with new stainless steel anchors at courses 6 and 7.
  
10. Alternate No. 3: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 4 through 5:
  - a. Repoint existing limestone masonry units at courses 4 and 5.
  - b. Install new lead joint covers at course 5.
  
11. Alternate No. 4: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 0 through 3:
  - a. Remove selected distressed existing limestone units at courses 0 through 3:
  - b. Remove exposed portion of existing ferrous metal strap anchors.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Remove existing exposed embedded ferrous metal elements.
  - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
  - g. Repoint existing limestone masonry units to remain at courses 0 through 3.
  - h. Install new limestone units with new stainless steel anchors at courses 0 through 3.
  
12. Alternate No. 5: Repair (in lieu of stabilization) of the dome drum limestone cladding from courses 9 through 22:
  - a. Remove selected distressed existing limestone units at courses 9 through 22:
  - b. Remove exposed portion of existing ferrous metal strap anchors.
  - c. Paint exposed end of ferrous metal strap anchors.
  - d. Repoint existing backup brick masonry where limestone cladding units are removed.
  - e. Remove existing exposed embedded ferrous metal elements.
  - f. Install new stainless steel helical anchors for lateral anchorage at locations shown on the Drawings.
  - g. Repoint existing limestone masonry units to remain at courses 9 through 22.
  - h. Install new limestone units with new stainless steel anchors at courses 9 through 22.
  
13. Alternate No. 6: Replace existing flag pole (in lieu of new galvanized steel pole with copper cladding):
  - a. Install new bronze finish internal halyard flag pole.
  - b. Install new roof hatch in lantern roof.
  
14. Alternate No. 7: Repair the existing cornice gutter membrane.
  
15. Alternate No. 8: Repair (in lieu of stabilization) of limestone balustrade in the northeast quadrant:
  - a. Remove existing limestone balustrade units.
  - b. Reinstall existing limestone balustrade units with new stainless steel anchors.