



**EXECUTIVE COMMITTEE AGENDA**  
**Government Center, Room 400**  
**Tuesday, January 10, 2017**  
**4:30 p.m.**

1. Roll Call
2. Approval of Minutes: December 13, 2016
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Executive Committee – Chairman McIntyre
    - 1) Items to be Presented for Action
      - a) APPOINTMENTS  
**BOARD OF HEALTH**  
D. Scott Hume, D.D.S.  
2807 Luke Road  
Bloomington, IL 61704  
(Complete the term of Dr. Bowers scheduled to expire on June 30, 2017)
      - b) REAPPOINTMENTS  
**EMERGENCY TELEPHONE SYSTEM BOARD**  
Chief Travis Cornwall  
Chenoa Police Department  
201 Green Street  
Chenoa, IL 61726  
(Four-year term to expire on January 17, 2021)
  
**EMERGENCY TELEPHONE SYSTEM BOARD**  
Sheriff Jon Sandage  
104 West Front Street  
Bloomington, IL 61701  
(Four-year term to expire on January 17, 2021)

## **EMERGENCY TELEPHONE SYSTEM BOARD**

Mr. Glenn Wilson

1513 Ironwood Drive

Normal, IL 61761

(Four-year term to expire on January 17, 2021)

- c) Request approval of Agreement with Anderson Legislative Consulting, Ltd. – County Administrator’s Office. 6-7
- d) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal year 2016 Combined Annual Appropriation and Budget Ordinance 8-10
- 2) Items to be Presented to the Board
  - a) NONE
- 3) Items to be Presented for Information
  - a) General Report of the Executive Committee
  - b) Other
- B. Property Committee – Chairman Segobiano
  - 1) Items to be Presented for Action
    - a) Request to approve an amendment to camping fees, McLean County Ordinance 11-12
    - b) Request approval of an Amendment to Amended and Restated Lease between the County of McLean and the Public Building Commission 13-22
    - c) Request approval of Amendment to Contract for Operation and Maintenance between County of McLean and the Public Building Commission 23-24
    - d) Request approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2016 combined Annual Appropriation and Budget Ordinance through the Facilities Department for PBC leases. 25-26
    - e) Request approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2017 combined Annual Appropriation and Budget Ordinance through the Facilities Department for carpet at 200 W. Front St. building. 27-28
  - 2) Items to be Presented to the Board
    - a) Approve request by CIRBN to place fiber optic cable into the office leased by CIRBN at 200 W. Front St, Suite 500A.
  - 3) Items to be Presented for Information
    - a) General Report
    - b) Other

C. Justice Committee – Chairman Gordon

1) Items to be Presented for Action

- a) Request approval of an Amendment to Agreement between the Illinois Criminal Justice Information Authority and County of McLean on behalf of McLean County Children’s Advocacy Center/CASA. 29-31
- b) Request approval of a Lease Agreement between McLean County and the Hope Pregnancy Center of Livingston County for satellite CAC space at 202 N. Main Street, Pontiac, IL. 32-36
- c) Request approval of 2017 contract between County of McLean and Heartland Community College for GED classes in the McLean County Detention Facility 37-39
- d) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance for the Sheriff’s Department 40

2) Items to be Presented to the Board

- a) Request approval of a contract between McLean County Board of Health and the McLean County Board through its department, McLean County Court Services.

3) Items to be Presented for Information

- a) General Report
- b) Other

D. Finance Committee – Chairman Selzer

1) Items to be Presented for Action

- a) Request approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for the Animal Control Department 41-42

2) Items to be Presented to the Board

- a) NONE

3) Items to be Presented for Information

- a) General Report
- b) Other

E. Health Committee - Chairman Schafer

1) Items to be Presented for Action

- a) NONE

2) Items to be Presented to the Board

- a) Request approval of a Medical Advisory Committee Agreement between McLean County Nursing Home and Advocate Health and Hospitals Corporation d/b/a Advocate Medical Group

- 3) Items to be Presented for Information
  - a) General Report
  - b) Other

F. Land Use and Development Committee – Chairman Erickson

- 1) Items to be Presented for Action:
  - a) NONE
- 2) Items to be Presented to the Board
  - a) Request by David and Tina Ellis to vacate a five-foot strip of the front setback area of Lot 49 in the First Addition to Tanglewood Estates Subdivision, File No. S-16-16
- 3) Items to be Presented for Information
  - a) General Report
  - b) Other

G. Transportation Committee – Chairman Caisley

- 1) Items to be Presented for Action:
  - a) Request approval of Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for the McLean County Highway Department Fund 0120. 43-45
- 2) Items to be Presented to the Board:
  - a) Request approval of Resolution & Bid Tab for the December 21, 2016 Letting for 2017 County MFT Maintenance Materials, 2017 Township Rd (Road District) MFT Maintenance Materials, and 2017 County Non-MFT Maintenance Materials
  - b) Request approval of Engineering Services Agreement with Farnsworth Group for Rhinehart Bridge – Section 16-19119-00-BR 2000 North Rd. Hudson/Normal Township
  - c) Request approval of an Engineering Services Agreement with Farnsworth Group for Towanda Barnes Rd (CH 29) – Section 16-00113-07-RS
- 3) Items to be Presented for Information
  - a) General Report
  - b) Other

H. Report of County Administration

- 1) Items to be Presented for Action
  - a) NONE
- 2) Items to be Presented to the Board
  - a) NONE

3) Items to be Presented for Information

- a) Report on Recent Employment Activities
- b) General Report
- c) Other

46

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board

7. Adjournment



## Anderson Legislative Consulting, Ltd.

Providing Excellent Consulting Service Since 1991

Monday, December 19, 2016

Bill Wasson, County Administrator  
McLean County  
115 E. Washington Street, Room 401  
PO Box 2400  
Bloomington, IL 61701

### **RE: Letter of Agreement – 2017 Legislative Consulting Services**

Dear Mr. Wasson:

This letter constitutes the agreement for services by and between the McLean County and Anderson Legislative Consulting, Ltd.

#### **Services:**

Anderson Legislative Consulting, Ltd. agrees to perform the following services for regular and veto session in the Illinois General Assembly in the 2017 calendar year:

1. Assist in the development of legislative alerts on targeted legislation;
2. Monitor and track key legislation of interest to McLean County;
3. Provide legislative updates;
4. Develop legislative user files on behalf of McLean County on a legislative computer system, and provide the same to the County;
5. Coordinate meetings with legislators, the Governor's Office and Legislative Staff as necessary; and
6. Assist the County in the drafting of legislation and amendments on behalf of the County.

#### **Fees:**

For these services, McLean County agrees to pay Anderson Legislative Consulting, Ltd. an annual fee of Seven Thousand Five Hundred Dollars (\$7,500) to perform services outlined in the Agreement. McLean County shall render said payment upon thirty (30) of signing this Agreement.

**Term:**

This Agreement shall take effect January 1, 2017 and is renewable on an annual calendar-year basis.

**Changes:**

McLean County may require changes in the work and services, which Anderson Legislative Consulting, Ltd. is to perform hereunder. Such changes may require an increase in the contracted fee between McLean County and Anderson Legislative Consulting, Ltd. Changes to the agreement, including any increase or decrease in the amount of Anderson Legislative Consulting, Ltd. compensation, work and services, which are mutually agree upon by and between McLean County and Anderson Legislative Consulting, Ltd., shall be incorporated in written amendments to this Letter of Agreement.

Agreed and accepted

\_\_\_\_\_  
For Anderson Legislative Consulting, Ltd.

\_\_\_\_\_  
Date

\_\_\_\_\_  
For McLean County

\_\_\_\_\_  
Date

**2002 South Wiggins Avenue  
Springfield, Illinois 62704  
Office: 217.726.8358  
Fax: 217.726.8362  
wjaatalc@aol.com**



**OFFICE OF THE ADMINISTRATOR**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

---

January 5, 2017

**TO:** The Honorable Chairman and Members of the Executive committee

**FROM:** Mr. Bill Wasson, County Administrator

**RE:** Request Approval of an Emergency Appropriation Ordinance

This is an end of the year clean up Emergency Appropriation Ordinance request. The additional expenses were incurred in line item 0773.0001 non-contractual services for legal expenses. Line item 0706.0001 for contract services was exceeded because of payment to McLean County Regional Planning Commission for information forum attended by Board members and payments for General Code updates.

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2016  
Combined Annual Appropriation and Budget Ordinance

**WHEREAS**, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and.

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the County Board General Fund Budget; and,

**WHEREAS**, the County Board has exceeded their services budget in the general fund; and

**WHEREAS**, the Executive Committee at its regular meeting on January 10, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to add to (subtract from) the appropriation budget of the General Fund 0001 the following appropriations:

	CURRENT BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0001-0001-0100-0850.0001 Capitalized Assets	\$118,000.00	(\$18,710.00)	\$99,290.00
0001-0001-0001-0516.0001 Occasional/Seasonal Emp.	\$9,430.00	(\$2,200.00)	\$7,230.00
0001-0001-0001-0523.0002 Escrow Account	\$6,100.00	(\$6,100.00)	\$0.00
0001-0001-0001-0527.0001 Performance Incentive Pay	\$17,419.00	(\$17,419.00)	\$0.00
0001-0001-0001-0607.0001 Food	\$720.00	(\$720.00)	\$0.00
0001-0001-0001-0612.0001 Books/Videos/Publications	\$96.00	(\$68.00)	\$28.00
0001-0001-0001-0620.0001 Operating/Office Supplies	\$384.00	(\$384.00)	\$0.00
0001-0001-0001-0621.0003 Employee Service Awards	\$672.00	(\$400.00)	\$272.00
0001-0001-0001-0773.0001 Non-Contractual Services	\$0.00	\$46,001.00	\$46,001.00

0001-0001-0001-0400.0000	\$1,210,861.00	\$10,000.00	\$1,220,861.00
Unapprop Fund Balance			
0001-0001-0001-0706.0001	\$25,000.00	\$10,000.00	\$35,000.00
Contract Services			

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Facilities Management Director.

**ADOPTED** by the McLean County Board the 17<sup>th</sup> day of January, 2017.

ATTEST:

APPROVED:

---

Kathy Michael, Clerk of the County Board  
McLean County

---

John D. McIntyre, Chairman  
McLean County Board



**DEPARTMENT OF PARKS AND RECREATION**  
(309)726-2022 FAX (309)726-2025  
www.mcleancountvil.gov

---

DATE: December 27, 2016  
TO: Honorable Chairman and Members, Property Committee  
FROM: Michael J. Steffa, Director of Parks & Recreation  
RE: Request Authorization to Amend Camping Fees, McLean County Ordinance  
35.21-1 (A)

---

---

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget, recommended and approved for Fiscal Year 2017 Budget by the McLean County Board:

<b><u>1.(A) Campsite Type</u></b>	<b><u>McLean County</u></b>	<b><u>Non-McLean County</u></b>
	<b><u>Residents</u></b>	<b><u>Residents</u></b>
Non-Electric/Primitive Campsite	<del>\$17.00</del> <b>\$18.00</b>	<del>\$19.00</del> <b>\$20.00</b>
Electric Campsite – 30 amp	<del>\$20.00</del> <b>\$21.00</b>	<del>\$22.00</del> <b>\$23.00</b>
Electric Campsite – 50 amp	<del>\$23.00</del> <b>\$24.00</b>	<del>\$25.00</del> <b>\$26.00</b>

**Ordinance Amendment Attached**

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

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

**PARKS**

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

**Amend subsection 35.21-1 to read as follows:**

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

- (A) For campsites, daily fees for parties of a maximum eight individuals shall be ~~\$17.00~~ **\$18.00** for Residents of McLean County and ~~\$19.00~~ **\$20.00** for non-residents of McLean County on primitive/non-electric sites **AND** ~~\$ 20.00~~ **\$21.00** for residents of McLean County and ~~\$22.00~~ **\$23.00** for non-residents of McLean County on 30 amp electrified campsites **AND** ~~\$23.00~~ **\$24.00** for residents of McLean County and ~~\$25.00~~ **\$26.00** for non-residents of McLean County on 50 amp electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party. All Disabled Veterans, POW's, or Active Duty personnel from McLean County will be charged half price on their daily camping fees Monday-Thursday.

**This amendment shall become effective and in full force on February 1, 2017.**

**Adopted by the County Board of the County of McLean, Illinois, this 17<sup>th</sup> Day of January, 2017.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**Kathy Michael, Clerk of McLean County,  
Illinois**

\_\_\_\_\_  
**John McIntyre, Chairman of the  
McLean County Board, McLean County, Illinois**



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

---

December 27, 2016

## MEMO

To: Chairman and Honorable Members of the Property Committee  
From: Hannah Eisner, Assistant County Administrator

Re: Amendment to Amended and Restated Lease between the County of McLean and the  
Public Building Commission

The County Board entered into an Amended and Restated Lease with the Public Building Commission on July 30, 2015 that put all County facilities under a single lease. This lease has a twenty year term and provides for a maximum payment of rent in the amount of \$10,000,000 per year. The lease was structured this way to give the County maximum flexibility to levy for payment of debt service and operation and maintenance costs for the property. Each year we calculate the actual amount needed for these expenses and amend the lease to reduce the rental for that year to reflect this calculation.

The rental amount for 2017 has been determined to be \$5,803,285. This includes \$3,352,705 for debt service and \$2,450,580 for Operation and Maintenance. The Public Building Commission approved the amendment at its meeting on January 3, 2016 and has transmitted it to you for action by the County.

---

---

**AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT**

Between the Public Building Commission of McLean County,  
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the  
City of Bloomington, McLean County, Illinois, as lessees

---

---

**AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated \_\_\_\_\_, 2017 (the “*Amendment*”), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*Commission*”), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the “*County*”) and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*City*”), as Lessees,

**WITNESSETH:**

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the “*Original Lease*”), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission’s Public Building Revenue Bonds, Series 2015 (the “*2015 Bonds*”); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds, for all interest that may accrue on said bonds and for the costs of operations,

maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

**SECTION I. RENTAL PAYMENTS**

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$5,803,285
2018	10,000,000	0	10,000,000
2019	10,000,000	0	10,000,000
2020	10,000,000	0	10,000,000
2021	10,000,000	0	10,000,000
2022	10,000,000	0	10,000,000
2023	10,000,000	0	10,000,000
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	0	\$1,135,284
2017	1,140,301	\$(73,983)	\$1,066,318
2018	1,147,095	0	1,147,095
2019	1,153,134	0	1,153,134
2020	1,153,442	0	1,153,442
2021	598,155	0	598,155
2022	464,590	0	464,590
2023	458,700	0	458,700
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

**SECTION II. MISCELLANEOUS**

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Secretary, Board of Commissioners

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN  
COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
City Clerk

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

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and John Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Illinois Notary Public

(NOTARIAL SEAL)



OFFICE OF THE ADMINISTRATOR  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

---

December 27, 2016

## MEMO

To: Chairman and Honorable Members of the Property Committee  
From: Hannah Eisner, Assistant County Administrator

Re: Amendment to Contract for Operation and Maintenance between the County of  
McLean and the Public Building Commission

The County Board entered into an Amended and Restated Lease with the Public Building Commission on July 30, 2015 that put all County facilities under one lease. According to the terms of the lease the PBC has responsibility for the operation and maintenance of the buildings and a portion of the rent the County pays to the PBC covers this expense. However, the PBC does not perform these services, it contracts with the County to do so. This is done under a separate Contract for Operation and Maintenance that the County and the PBC execute in conjunction with and as a companion document to the lease. Under the Contract for Operation and Maintenance the PBC pays the County an annual fee to perform the operation and maintenance functions, the amount of which is determined each year based on projected actual expenses.

The fee to be paid to the County for Operation and Maintenance for 2017 has been determined to be \$2,783,234.00. The Public Building Commission approved this fee on January 3, 2017 and executed an attachment to the agreement as required. This has now been transmitted it to you for County Board approval.

**ATTACHMENT B TO CONTRACT FOR OPERATION AND MAINTENANCE BETWEEN  
THE PUBLIC BUILDING COMMISSION AND THE COUNTY OF McLEAN**

Pursuant to paragraph four (4) of the Contract for Operation and Maintenance between the PBC and the County of McLean, the parties agree that the portion of the rent payable by the County and the City under the Amended and Restated Lease Agreement shall be the following amount for the year in question:

<b>Year</b>	<b>Total Rent Per Lease</b>	<b>Portion of Rent for O&amp;M</b>	<b>O&amp;M Payment to McLean County</b>
2017	\$5,803,285.00 (County)	\$2,450,580.00 (County)	\$2,783,234.00
	\$1,066,318 (City)	\$332,654.00 (City)	

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois by its Board of Commissioners has caused its corporate seal to be affixed hereto and this attachment to contract to be signed by its Chairman and attested by its Secretary and the County of McLean, Illinois by its County Board has caused the seal of the County to be affixed hereto and this attachment to contract to be signed by its Chairman and attested by the County Clerk.

ATTEST:

APPROVED:

\_\_\_\_\_  
Secretary,  
Public Building Commission of McLean  
County, Illinois

\_\_\_\_\_  
Chairman,  
Public Building Commission of McLean  
County, Illinois  
Executed: \_\_\_\_\_

ATTEST:

Approved:

\_\_\_\_\_  
County Clerk,  
Board of McLean County, Illinois

\_\_\_\_\_  
Chairman, Board of McLean County, Illinois  
Executed: \_\_\_\_\_



## Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

---

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

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

Date: December 28, 2016

Subj: **Request Approval of an Emergency Appropriation Ordinance**

On November 17, 2015, the McLean County Board approved the FY2016 McLean County Budget, which included the PBC Lease Fund (0161), Law & Justice Center Building (0045). The total amount for the lease payment was included in line item 0161-0045-0050-0808.0002. The total lease payment includes both principal and interest. The principal payment is to be made from the 0161-0045-0050-0808.0002 line item and the interest payment is to be made from the 0161-0045-0050-0769.0001 line time. This budget amendment will move the necessary funds from the principal payment line item to the interest payment line item. The FY2017 Budget reflects the required breakdown into the two line items.

Thank you.

Enclosures

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2016  
Combined Annual Appropriation and Budget Ordinance

**WHEREAS**, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and.

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the lease payment budget for the PBC Lease Fund 0161, Law & Justice Center Building 0045; and,

**WHEREAS**, the FY2016 Budget included the expense for the PBC lease in the amount of \$2,817,050.00 in line item 0161-0045-0050-0808.0002 (Lease/Purchase Buildings) for the Law & Justice Center Building; and

**WHEREAS**, the annual lease payment includes both an interest and a principal amount; and

**WHEREAS**, the interest is to be paid from line item 0161-0045-0050-0769.0001 (Interest Expense) and the principal is to be paid from line item 0161-0045-0050-0808.0002 (Lease/Purchase Buildings); and

**WHEREAS**, the Property Committee at its regular meeting on January 5, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to add to (subtract from) the appropriation budget of the PBC Lease Fund 0161, Law & Justice Center Building 0045 the following appropriations:

	CURRENT BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0161-0045-0050-0808.0002 (Lease/Purchase Buildings)	\$2,817,050.00	(\$1,917,050.00)	\$900,000.00
0161-0045-0050-0769.0001 (Interest Expense)	\$0.00	\$1,917,050.00	\$1,917,050.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Facilities Management Director.

**ADOPTED** by the McLean County Board the 17<sup>th</sup> day of January, 2017.

ATTEST:

APPROVED:

---

Kathy Michael, Clerk of the County Board  
McLean County, Illinois

---

John McIntyre, Chairman  
McLean County Board



## Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

---

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

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

Date: December 27, 2016

Subj: **Request Approval of an Emergency Appropriation Ordinance**

On November 19, 2016, the McLean County Board approved a bid from Cushing's Carpets in the amount of \$72,500.00 to replace carpeting in selected areas of the first and third floors of the McLean County Health Department, 200 W. Front Street, Bloomington, Illinois.

This work was planned to be completed during FY2016, but will now be completed in FY2017. The attached Emergency Appropriation will re-appropriate the funds in FY2017 to complete the work planned for FY2016.

Thank you.

Enclosures

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2017  
Combined Annual Appropriation and Budget Ordinance

**WHEREAS**, the McLean County Board, on November 19, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and Facilities Management 0041 and,

**WHEREAS**, Administration and Facilities Management recommended and the Property Committee approved at its regular meeting on November 3, 2016 a Bid from Cushing’s Carpets in the amount of \$72,500.00 to replace carpeting in the 200 W. Front Street Building; and

**WHEREAS**, this work was planned to be completed during FY2016, but will now be completed during FY2017; and

**WHEREAS**, the Property Committee at its regular meeting on January 5, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County General Fund 0001 and the Facilities Management 0041 Fund the following appropriation:

	CURRENT BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0001-0041-0046-0400.0000 (Unappropriated Fund Balance)	\$0.00	\$72,500.00	\$72,500.00
0001-0041-0046-0744.0001 (Repair/Maint of Bldgs, Grounds, & Equip)	\$21,538.00	\$72,500.00	\$94,038.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Facilities Management Director.

**ADOPTED** by the McLean County Board the 17<sup>th</sup> day of January, 2017.

ATTEST:

APPROVED:

---

Kathy Michael, Clerk of the County Board  
McLean County, Illinois

---

John McIntyre, Chairman  
McLean County Board

**Amendment #1 to Interagency Agreement #215249**

This Amendment #1 to Agreement #215249 is entered into by the Illinois Criminal Justice Information Authority, with its offices at, 300 West Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and County of McLean on behalf of the McLean County Children's Advocacy Center/CASA, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Room 101, Bloomington, Illinois 61701 -4089 for implementation of the Child Advocacy Center Services Program and amends sections 7 and 40 only with all other sections of Agreement #215249 dated November 21, 2016, being unchanged and incorporated by reference herein.

**SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Victim Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, will comply the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2).

**SECTION 40. TRANSPARENCY ACT COMPLIANCE**

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 057428943

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 09/27/2017

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 62SR1

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

**SECTION 66. ACCEPTANCE & CERTIFICATION**

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
John Maki  
Executive Director  
Illinois Criminal Justice Information Authority

\_\_\_\_\_  
Date

I, John McIntyre, Chairman, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #215249 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #215249, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
John McIntyre  
Chairman  
County of McLean

\_\_\_\_\_  
Date

I, Rebecca McNeil, County Board Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #215249 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #215249, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Rebecca McNeil  
County Board Treasurer  
County of McLean

\_\_\_\_\_  
Date

I, Judith Brucker, Executive Director, under oath, do hereby certify and acknowledge that: (1) all of the information in the Grant Agreement #215249 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the Grant Agreement #215249, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

\_\_\_\_\_  
Judith Brucker  
Executive Director  
McLean County Children's Advocacy Center/CASA

\_\_\_\_\_  
Date

October 6, 2016

Dear Ms. Judy Brucker,

It was a pleasure speaking with you today!

Per our conversation, I have enclosed a new lease agreement for the CAC space located on the second floor of the HOPE Pregnancy Center building at 202 N. Main St., Pontiac, IL.

Please look it over; and if it meets your satisfaction, sign on the appropriate line and mail back to the HOPE Pregnancy Center. If you have any questions, please do not hesitate to contact me.

I have also enclosed a copy of the Article of Amendment from the Secretary of State regarding our name change from Caring Pregnancy Center to HOPE Pregnancy Center, for your records.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Ann Brummitt', written over a faint dotted line.

Sarah Ann Brummitt  
Executive Director  
HOPE Pregnancy Center  
815-842-2484

## LEASE AGREEMENT

This Agreement entered into this \_\_\_\_ day of February, 2017, by and between The HOPE Pregnancy Center of Livingston County, Illinois, hereinafter called "Lessor", and McLean County, hereinafter called "Lessee", WITNESSETH:

1. **PROPERTY TO BE LEASED:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, office space on the second floor of the building owned by HOPE Pregnancy Center located at 202 N. Main St., Pontiac, IL 61764.
2. **TERM OF LEASE:** The term of this lease is for TWELVE (12) months commencing on February 1, 2017, and ending on January 31, 2018. The terms of this lease shall be automatically renewed for a one-month period on first of each month thereafter, unless THIRTY (30) days written notification of the termination of this lease is given by either party to be effective at the end of the following month.
3. **RENT:** The total rent amount for the lease term is FOUR THOUSAND, EIGHT HUNDRED DOLLARS AND NO/100 (\$4800.00), payable in monthly installments of FOUR HUNDRED DOLLARS AND NO/100 (\$400.00) to Lessor. These rental payments are due on or before the 1<sup>st</sup> of each month.
4. **CONDITION OF PREMISES:** Lessee has examined and knows the condition of the premises, and has received the same in good order and repair, except as herein otherwise specified, and Lessee agrees that no representation as to the condition or repair thereof has been made by Lessor, or any agent Lessor.
5. **INJURY TO PERSON OR PROPERTY:** All personal property placed in the leased premises shall be at the risk of Lessee or the owner of such personal property. Lessor shall not be liable for injury to Lessee or damage to their personal property from fire, weather, failure to keep premises in repair, or from any act, omission or negligence of co-tenants or other persons.
6. **DESTRUCTION OF PREMISES:** Lessor is under no obligation to rebuild or repair the leased premises should it be destroyed or damaged by fire or other peril; however, Lessee shall have the right within thirty (30) days of any damage to deliver to Lessor a written contract whereby Lessee shall undertake to make proper and adequate repair of the premises and to complete the same free lien, liability, or expense of any kind to Lessor; otherwise, this Agreement shall then terminate at the expiration of said thirty (30) days, and any rent shall be abated as to the date of destruction. Lessee agrees that in the event Lessor's fire and casualty premiums shall be raised

by reason of Lessee's usage of the premises, then Lessee will pay to Lessor, as additional rental hereunder, the amount by which such premiums are increased during the term thereof.

7. **MAINTENANCE OF PREMISES:** Lessor shall be responsible for all repairs to structural components necessary to maintain the premises in tenantable condition including but not limited to repair of sidewalks, driveways, foundation, footings, exterior walls, hearing system, plumbing and the roof, and maintain a comfortable room temperature. Lessee shall consult with Lessor prior to the making of any repairs for which it intends to seek reimbursement from Lessor and shall obtain Lessor's written permission. Lessee shall comply with all the laws respecting the use of the premises whether they be federal, state or municipal and will keep the premises in a clean, healthful and sanitary condition. Lessee further agrees that Lessee will permit no disorderly conduct, noise or nuisance in or about the demised premises, and Lessor will not interfere with Lessee's quiet enjoyment of the leased premises.
8. **NO SUBLET:** Lessee agrees that Lessee shall not assign this lease nor sublet any part or whole of the leased premises without Lessor's written approval, which approval shall not be reasonably withheld.
9. **ENTRY BY LESSOR TO PREMISES:** Lessor, or its agents, shall have the right to enter into and upon the premises at any reasonable time to inspect the same and to make necessary repairs.

WHEREOF the parties have hereunto caused this Lease Agreement to be executed on the date first above written in duplicate at Pontiac, Livingston County, Illinois.

HOPE PREGNANCY CENTER,

Lessor

BY:   
\_\_\_\_\_  
Sarah Ann Brummitt, Executive Director  
HOPE Pregnancy Center

MCLEAN COUNTY,

Lessee

BY: \_\_\_\_\_  
Judy Brucker, Executive Director  
of Advocacy Center

BY: \_\_\_\_\_  
County Board Chairman

FORM NFP 110.30 (rev. Dec. 2003)  
ARTICLES OF AMENDMENT  
General Not For Profit Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-1832  
www.cyberdriveillinois.com

**FILED**

AUG 31 2016

JESSE WHITE  
SECRETARY OF STATE

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

File # N 5399-182-3

Filing Fee: \$25

Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name (See Note 1 on back.): Caring Pregnancy Center of Livingston County

2. Manner of Adoption of Amendment:  
The following amendment to the Articles of Incorporation was adopted on 2.20.16 in the manner  
indicated below (check one only):  
Month Day, Year

- By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (See Note 2 on back.)
- By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45. (See Note 3 on back.)
- By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the Articles of Incorporation or the bylaws, in accordance with Section 110.20. (See Note 4 on back.)
- By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the Articles of Incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (See Note 5 on back.)

3. Text of Amendment:  
(a.) When an amendment affects a name change, insert the new corporate name below. Use 3(b.) below for all other amendments. \*Article 1: The Name of the Corporation is:

Hope Pregnancy Center of Livingston County  
New Name 

(b.) All amendments other than name change.  
If the amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to add the full text of the amendment, attach additional sheets of this size.

4. The undersigned Corporation has caused these Articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

All signatures must be in BLACK INK.

Dated August 22, 2016 Hope Pregnancy Center of Livingston County  
Month Day Year Exact Name of Corporation

Lisa M. Watson  
Any Authorized Officer's Signature

Lisa M. Watson - board president  
Name and Title (type or print)

5. If there are no duly authorized officers; the persons designated under Section 101.10(b)(2) must sign below and print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print)

NOTES

1. State the true and exact corporate name as it appears on the records of the Secretary of State BEFORE any amendment herein is reported.
2. Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110.15.
3. Director approval may be:
  - a. by vote at a director's meeting (either annual or special), or
  - b. by consent, in writing, without a meeting.
4. All amendments not adopted under Sec. 110.15 require that:
  - a. the board of directors adopt a resolution setting forth the proposed amendment, and
  - b. the members approve the amendment.

Member approval may be:

- a. by vote at a members meeting (either annual or special), or
- b. by consent, in writing, without a meeting.

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least two-thirds of the outstanding members entitled to vote on the amendment (but if class voting applies, also at least a two-thirds vote within each class is required).

The Articles of Incorporation may supersede the two-thirds vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote, and not less than a majority within each class when class voting applies. (Sec. 110.20)

5. When member approval is by written consent, all members <sup>36</sup> must be given notice of the proposed amendment at least five days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

**Contract for Calendar Year 2017**  
**Heartland Community College and McLean County Sheriff's Office**

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

HCC and JAIL agree to the following terms:

<b>Terms of Agreement</b>	HCC will provide GED instruction for inmates of the JAIL.
<b>Duration of Agreement</b>	<p>This agreement will commence January 1, 2017 and will continue through December 31, 2017.</p> <p>This agreement may be modified by mutual consent of both organizations. Substantive modifications may require execution of a new agreement.</p>
<b>Schedule of Classes</b>	<p>HCC will offer GED classes at the JAIL according to the following schedule: Monday-Friday, 8-10:30 AM.</p> <p>Classes will commence January 2, 2017 and meet through December 8, 2017. Class will not meet on the following dates: January 16 (MLK), February 20 (Presidents' Day), May 29 (Memorial Day), June 12- June 30 (Semester Break), July 4 (Independence Day), September 4 (Labor Day), October 9 (Columbus Day), November 23-24 (Thanksgiving Break), December 11- 29 (Semester Break). Instructor will give 30 days advanced notice of spring break dates.</p> <p>HCC will provide reasonable notice of class cancellations due to instructor illness or other emergencies to the JAIL. Classes at the JAIL will be cancelled if HCC is closed due to weather conditions. JAIL staff should consult the HCC website or local media outlets for information about weather closures.</p> <p>When possible, HCC will provide a substitute instructor for planned instructor absences.</p>
<b>Personnel</b>	<p>The GED instructor shall be employed by HCC. HCC will make hiring decisions and pay instructor wages. The instructor shall meet qualifications established by HCC in cooperation with the Superintendent of the JAIL or his designee.</p> <p>The GED instructor or substitute instructor shall be submitted to the same security clearances as the volunteers entering the FACILITY.</p>
<b>Participants and Enrollment</b>	<p>The JAIL will be responsible for assigning students to the program. A maximum of 12 students will make up a class.</p> <p>The instructor will complete the student enrollment process, including pre-testing according to HCC-established guidelines during class time.</p>

New students may not be enrolled during the following periods in order to comply with the official HCC schedule: May 22- June 9, October 30- December 8.

**Instruction and Discipline**

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

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

**Facilities**

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

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

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

**Materials**

HCC will provide textbooks and instructional materials.

**Records and Data**

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

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

**Compensation**

HCC will invoice Mclean County for instructional costs of \$13,600.00 for the contract period (four installments of \$3,400.00: March 1, June 1, September 1, and December 1).

**Resolution of Problems**

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

**Prior Agreements and Amendments**

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

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

Either party may terminate this agreement by giving 30 days written notice to the other party of intention to terminate.

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

\_\_\_\_\_  
Kelli Hill, VP of Continuing Education & Advancement,  
Heartland Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Sandage, McLean County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
John McIntyre, Chairman  
McLean County Board

\_\_\_\_\_  
Date

ATTEST:

BY: \_\_\_\_\_  
Kathy Michael, Clerk of the County  
Board of McLean County, IL

\_\_\_\_\_  
Date

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2017  
Combined Annual Appropriation and Budget Ordinance

**WHEREAS**, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Sheriff’s Department 0029, and,

**WHEREAS**, the McLean County Sheriff’s Department will receive \$817,304.81 in grant funds from the Illinois Emergency Management Agency Department/Organizational Unit: Bureau of Preparedness and Grant Administration for the purchase of radios and radio equipment, and,

**WHEREAS**, the Justice Committee at its regular meeting on January 3, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to amend the Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the McLean County Sheriff’s Department 0029:

	<u>ADOPTED BUDGET</u>	<u>ADDED (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0029-0029-0404.0008 IESMA/State Homeland Security Grant	\$0.00	\$871,304.81	\$871,304.81
0001-0029-0029-0839.0001 Purchase of Radios and Radio Equipment	\$0.00	\$871,304.81	\$871,304.81

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and The Sheriff.

**ADOPTED** by the McLean County Board the 17<sup>th</sup> day of January, 2017.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County, Illinois

\_\_\_\_\_  
John D. McIntyre, Chair  
McLean County Board

An **EMERGENCY APPROPRIATION** Ordinance  
 Amending the McLean County Fiscal Year 2016  
 Combined Annual Appropriation and Budget Ordinance  
 General Fund 0001, Animal Control Department 0032

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Animal Control Department 0032; and,

WHEREAS, the Animal Control Department has incurred additional expenses in the contract services line item due to the increased volume of animals that have been in the center; and

WHEREAS, the Animal Control Department requests transferring expense allocations from the 0066 Program to the 0065 Program; and,

WHEREAS, the Finance Committee, on Wednesday, January 4, 2017, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 by re-allocating \$5,882.00 in expenses from program 0001-0032-0066 line items to the 0001-0032-0065-0706.0001 line item for the Fiscal Year 2016 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce the appropriated budget of General Fund 0001, Animal Control Department 0032, Program 0066 the following appropriation:

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0032-0066-0608.0001 Gasoline/Oil/Diesel Fuel	\$7,000.00	(\$2,500.00)	\$4,500.00
0001-0032-0066-0612.0001 Books/Videos/Publications	\$540.00	(\$540.00)	\$0.00
0001-0032-0066-0621.0001 Non-Major Equipment	\$1,450.00	(\$500.00)	\$950.00
0001-0032-0066-0628.0001 Copying Expenses	\$280.00	(\$280.00)	\$0.00
0001-0032-0066-0629.0001 Letterhead/Printed Forms	\$275.00	(\$275.00)	\$0.00
0001-0032-0066-0630.0001 Postage	\$275.00	(\$275.00)	\$0.00
0001-0032-0066-0701.0001 Advertising/Legal Notices	\$912.00	(\$912.00)	\$0.00
0001-0032-0066-0742.0001 Vehicle Maint. Repair	\$5,500.00	(\$600.00)	\$4,900.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Animal Control Department 0032, Program 0065 the following appropriation:

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0032-0065-0706.0001 Contract Services	\$19,882.00	\$5,882.00	\$25,764.00

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

ADOPTED by the County Board of McLean County this 17<sup>th</sup> day of January, 2017.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kathy Michael, Clerk of the  
County Board of McLean County, Illinois

\_\_\_\_\_  
John D. McIntyre, Chairman  
McLean County Board



HIGHWAY DEPARTMENT  
102 S. Towanda Barnes Road,  
Bloomington, IL 61705  
Phone: (309) 663-9445  
Fax: (309) 662-8038

---

DATE: December 28, 2016  
TO: Chairman Caisley and Members of the McLean County Board  
Transportation Committee  
FROM: Jerry Stokes, County Engineer

**McLean County Fund 0120 - Budget Amendment**

Recommended Action:

The Highway Department recommends approval of the County Highway Fund Amendment for the transfer of funds to cover the categorical limit that was exceeded in the 900 line item.

Background:

The Highway Fund Amendment is needed to transfer budget authority in the Highway Fund for the Transfer to Other Funds in the 900 line item.

An EMERGENCY APPROPRIATION Ordinance  
 Amending the McLean County Fiscal Year 2016  
 Combined Annual Appropriation and Budget Ordinance  
 McLean County Highway Department Fund 0120  
 McLean County Highway Department 0055

**WHEREAS**, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0120; and,

**WHEREAS**, the Highway Department exceeded the categorical limits in the 900 line items during 2016; and,

**WHEREAS**, the Highway Department has unused budget authority remaining in the line item 0120-0055-0056-0706-0001 (Contract Services) in McLean County Highway Fund (0120); and,

**WHEREAS**, the Highway Department recommends transferring \$510.00 from line item 0120-0055-0056-0706-0001 (Contract Services) to line item 0120-0055-0056-0999-0001 (Transfer to Other Funds) for the incurred expenses; and,

**WHEREAS**, the Transportation Committee at its regular meeting on January 3, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance for the County Highway Fund 0120, to transfer funds to provide additional budget authority for expenses incurred in Fund 0120; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Auditor is directed to reduce the appropriation budget of the County Highway Fund 0120, Highway Department 0055, by the following appropriation:

	<u>CURRENT</u> <u>BUDGET</u>	<u>REDUCE</u>	<u>AMENDED</u>
Contract Services			
0120-0055-0056-0706-0001	\$36,200.00	\$510.00	\$35,690.00

2. That the County Auditor is directed to add to the appropriation budget of the County Highway Department Fund 0120, Highway Department 0055, the following appropriation:

	<u>CURRENT</u>	<u>ADD</u>	<u>AMENDED</u>
Transfer to Other Funds 0120-0055-0056-0999-0001	\$2,175.00	\$510.00	\$2,685.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer and County Engineer.

**ADOPTED** by the McLean County Board the 17<sup>th</sup> day of January 2017.

ATTEST:

APPROVED:

---

Kathy Michael, Clerk of the County Board  
McLean County, Illinois

---

John D. McIntyre, Chairman  
McLean County Board



OFFICE OF THE ADMINISTRATOR

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

115 E Washington St, Room 401, Bloomington, IL 61701

December 21, 2016

To: Honorable Members of the Executive Committee, Finance Committee, Land Use and Development Committee, Property Committee, Transportation Committee, Justice Committee, and Health Committee

From: Bill Wasson, County Administrator

Re: Positions filled from November 23, 2016 – December 21, 2016

Department	Oversight Committee	Position	Number of Hires
Circuit Clerk	Justice	Office Support Specialist I	1
County Sheriff	Justice	Deputy Patrol	2
Court Services	Justice	Juvenile Probation Officer	1
Court Services	Justice	Probation Officer I	1
MetCom	Justice	Telecommunicator	3
Nursing Home	Health	Registered Nurse	1
Nursing Home	Health	Licensed Practical Nurse	1
Nursing Home	Health	Domestic Services Asst I	1
Nursing Home	Health	Certified Nursing Asst	2
Health Department	Health	Staff Sanitarian	1
Health Department	Health	Office Support Specialist I	1
Highway	Transportation	Seasonal Snow Plower	2