



AGENDA

THE McLEAN COUNTY BOARD REGULAR MEETING

TUESDAY, JANUARY 17, 2017 AT 9:00 A.M.

ROOM 400, GOVERNMENT CENTER, 115 EAST WASHINGTON STREET
BLOOMINGTON, ILLINOIS

1. Call to Order
2. Invocation – Member Caisley
3. Pledge of Allegiance
4. Call of Roll
5. Appearance by Members of the Public and County Employees
6. Consent Agenda:
 - A. Approval of the Proceedings of the County Board: December 20, 2016.
 - B. County Highway Department – Jerry Stokes, County Engineer
 - 1) 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 6-15
 - 2) Request approval of Engineering Services Agreement with Farnsworth Group for Rhinehart Bridge – Section 16-19119-00-BR 2000 North Rd. Hudson/Normal Township 16-44
 - 3) Request approval of an Engineering Services Agreement with Farnsworth Group for Towanda Barnes Rd (CH 29) – Section 16-00113-07-RS 45-58
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) NONE
 - 2) Subdivision Cases:
 - a) Approve the application of David and Tina Ellis in case S-16-16 on parcel 22-29-252-001. They are requesting to vacate a five-foot strip of the front setback area of Lot 49 in the First Addition to Tanglewood Estates Subdivision, which is located in Old Town Township at 19296 Lakewood Drive, Bloomington, IL. 59-62

D. Transfer Ordinances (2/3 pursuant to 55 ILCS 5/6-1003)	63-64
E. Other Resolutions, Contracts, Leases, Agreements, Motions	
1) <u>Executive Committee</u>	
a) Request approval of Agreement with Anderson Legislative Consulting, Ltd. – County Administrator’s Office	65-66
2) <u>Property Committee</u>	
a) Approve request by CIRBN to place fiber optic cable into the office leased by CIRBN at 200 W. Front St, Suite 500A. - Facilities	67-74
3) <u>Justice Committee</u>	
a) Request approval of a contract between McLean County Board of Health and the McLean County Board through its department, McLean County Court Services. – Court Services	75-81
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. Children Advocacy Center	82-86
4) <u>Health Committee</u>	
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 – Nursing Home	87-107
b) Request approval of a Rehabilitation Services Agreement: Skilled Nursing Facility between with Alliance Rehab Inc. and the McLean County Nursing Home – Nursing Home.	108-121
F. Chairman’s Appointments with the Advice and Consent of the County Board:	
1) <u>APPOINTMENTS and REAPPOINTMENTS</u>	
a) <u>APPOINTMENTS</u>	
BOARD OF HEALTH	
D. Scott Hume, D.D.S.	
2807 Luke Road	
Bloomington, IL 61704	
(Complete term of Dr. Bowers scheduled to expire on June 30, 2017)	
b) <u>REAPPOINTMENTS</u>	
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)

G. Approval of Resolutions of Congratulations and Commendation:

- 1) NONE

7. Standing Committees

A. EXECUTIVE COMMITTEE

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 – Administration
(2/3 pursuant to 55 ILCS 5/6-1003) 122-124

2) Items to be Presented for Information:

- a) Bloomington Normal Airport Authority November 14, 2016 Mtg Minutes 125-129
- b) Behavioral Health Coordinating Council September 9, 2016 Mtg Minutes 130-136
- c) Bloomington Normal Water Reclamation District December 12, 2016 regular meeting minutes 137-144
- d) General Report
- e) Other

B. PROPERTY COMMITTEE

1) Items to be Presented for Action:

- a) Request to approve an amendment to camping fees, McLean County Ordinance – Parks and Recreation 145-146
- b) Request approval of an Amendment to Amended and Restated Lease between the County of McLean and the Public Building Commission - Facilities 147-156
- c) Request approval of Amendment to Contract for Operation and Maintenance between County of McLean and the Public Building Commission – Facilities 157-158
- 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. – Facilities *(2/3 pursuant to 55 ILCS 5/6-1003)* 159-160
- 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.- Facilities *(2/3 pursuant to 55 ILCS 5/6-1003)* 161-162

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

C. JUSTICE COMMITTEE

- 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. – Children’s Advocacy Center 163-165
 - b) Request approval of 2017 contract between County of McLean and Heartland Community College for GED classes in the McLean County Detention Facility - Sheriff 166-168
 - c) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance - Sheriff’s Department *(2/3 pursuant to 55 ILCS 5/6-1003)* 169
 - d) Request approval of a Graduate Practicum Placement Agreement between the Board of Trustees of Illinois State University and McLean County Adult Court Services. – Court Services 170-173
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

D. FINANCE COMMITTEE

- 1) Items to be Presented for Information:
 - a) CLOSED SESSION (if necessary) pursuant to 5 ILCS 120/2(c)(2) of the Open Meetings Act for the purpose of discussing collective negotiating matters between public body and its employees or their representatives, or deliberations concerning salary schedule for one or more classes of employees.
 - b) General Report
 - c) Other
- 2) Items to be Presented for Action:
 - a) Request approval of a Collective Bargaining Agreement by and between the McLean County Board and AFSCME Local 537 for the County Highway Department – County Administrator’s office (**sent to Board under separate cover**) - Highway
 - b) 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 *(2/3 pursuant to 55 ILCS 5/6-1003)* 174-175

E. HEALTH COMMITTEE

- 1) Items to be Presented for Action:
 - a) NONE
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

F. LAND USE AND DEVELOPMENT COMMITTEE

- 1) Items to be Presented for Action:
 - a) NONE
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

G. TRANSPORTATION COMMITTEE

- 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 *(2/3 pursuant to 55 ILCS 5/6-1003).*
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

176-178

H. COUNTY ADMINISTRATOR

- 1) Items to be Presented for Action:
 - a) NONE
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

8. Other Business and Communication

9. Approval of Bills

10. Adjourn

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

John D. McIntyre, Chair
McLean County Board



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: December 22, 2016

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

December 21, 2016 General Maintenance Material Letting

Recommended Action:

The Highway Department recommends approval of the General Maintenance Materials for the 2017 MFT Maintenance Sections and the 2017 Non-MFT Maintenance for McLean County and Townships.

Background:

These materials will be used throughout 2017 for various maintenance items. The materials are Freight of Board (F.O.B.), where the material is obtained directly from the supplier. The materials are used based on the location of the project in the County and the availability by the supplier.

The MFT Maintenance materials are primarily used on the roadways and are paid out of the Motor Fuel Tax Fund. The Non-MFT materials are used for bridges and culverts and are typically paid out of the Bridge Fund.

Metal Culverts, Inc. was the low bidder for supplying metal culverts of various sizes for County and Township projects. Contech Engineered Solutions was the low bidder for supplying plastic pipe of various sizes used by the County to fix tile or other related drainage work.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 03, 2017, for a letting held on December 21, 2016, for McLean County & three (3) Road Districts 2017 MFT Maintenance Sections and McLean County 2017 Non-MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 03, 2017,

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

2017 MFT MAINTENANCE SECTIONS:

McLean County.....Sec 17-00000-00-GM.....GR 3

The successful bidders on the above section were:

Lowery Excavating, Inc	\$7.50 per Ton	\$3,750.00
26251 Townline Rd, Tremont, IL 61568(Tremont, IL)		
Rowe Construction.....	\$10.50 per Ton	\$5,250.00
a Div of United Contractors Midwest, Inc, 1523 N Cottage Ave PO Box 609, Bloomington, IL 61702-0609.....(Carmichael)		
Stark Materials Co, Inc	\$10.50 per Ton	\$5,250.00
1805 W Washington St, Bloomington, IL 61704(Becker)		
Carri Scharf Materials.....	\$11.75 per Ton	\$5,875.00
7 Carri Dr, Bloomington, IL 61705(Heyworth)		
Valley View Industries, Inc	\$13.50 per Ton	\$6,750.00
8785 E 2500 North Rd, Cornell, IL 61319(McDowell)		
VCNA Prairie Materials	\$13.70 per Ton	\$6,850.00
15800 E 1000 North Rd, Pontiac, IL 61764(Pontiac)		

McLean County.....Sec 17-00000-00-GM.....GR 4

The successful bidders on the above section were:

Miller Materials, Inc	\$7.50 per Ton	\$56,250.00
307 W First St – PO Box 289 Mackinaw, IL 61755-0289.....(Staker Pit)		
Lowery Excavating, Inc	\$7.50 per Ton	\$56,250.00
26251 Townline Rd, Tremont, IL 61568(Mackinaw)		
Valley View Industries, Inc	\$11.10 per Ton	\$83,250.00
8785 E 2500 North Rd, Cornell, IL 61319(Ifft)		
Rowe Construction.....	\$11.50 per Ton	\$86,250.00
A Div of United Contractors Midwest, Inc, 1523 N Cottage Ave PO Box 609, Bloomington, IL 61702-0609.....(Carmichael)		
Carri Scharf Materials.....	\$12.50 per Ton	\$93,750.00
7 Carri Dr, Bloomington, IL 61705(Heyworth)		
VCNA Prairie	\$12.60 per Ton	\$94,500.00
15800 E 1000 North Rd, Pontiac, IL 61764(Pontiac)		
Stark Materials	\$12.95 per Ton	\$97,125.00
1805 W Washington St, Bloomington, IL 61704(Sholty)		

McLean County.....Sec 17-00000-00-GM.....GR 4A

The successful bidders on the above section were:

HJ Eppel & Co, Inc.....	\$8.00 per Ton.....	\$800.00
1400 Tuesburg Ct, Pontiac, IL 61764.....(Pontiac)		
Rowe Construction.....	\$9.00 per Ton.....	\$900.00
A Div of Untied Contractors Midwest, Inc, 1523 N Cottage Ave		
PO Box 609, Bloomington, IL 61702-0609..... (Rowe Yard, Downs, & Northtown Plants)		
Stark Materials.....	\$10.35 per Ton.....	\$1,035.00
1805 W Washington St, Bloomington, IL 61701(Commercial Acres)		

Cheney’s Grove RDSec 17-08000-00-GM.....GR 14

The successful bidder on the above section was:

Limestone Transit, Inc.....	19.15 per Ton.....	\$19,150.00
1206 W Oak St – PO Box 80		
Fairbury, IL 61739-0080		

Downs RDSec 17-14000-00-GM.....GR 14

The successful bidder on the above section was:

Hansen Custom Farming.....	\$21.97 per Ton.....	\$8,788.00
PO Box 169, Melvin, IL 60952-0169		

Downs RDSec 17-14000-00-GM.....GR 15

The successful bidders on the above section were:

Reynolds ExpressHansen Custom Farming.....	\$19.55 per Ton	\$3,910.00
308 W North St – PO Box 72, Colfax, IL 61728-0072		

Martin RD.....Sec 17-22000-00-GM.....GR 14

The successful bidders on the above section were:

Donald Hanson.....	\$17.09 per Ton.....	\$6,836.00
PO Box 169, Melvin, IL 60952-0169		

2017 Non-MFT MAINTENANCE SECTIONS:

McLean County.....Sec 2017 Non-MFTGR 3A

The successful bidders on the above section were:

VCNA Prairie.....	\$13.70 per Ton.....	\$2,740.00
15800 E 1000 North Rd, Pontiac, IL 61740(Pontiac)		
Valley View Industries, Inc.....	\$14.50 per Ton.....	\$2,900.00
8785 E 2500 North Rd, Cornell, IL 61319(McDowell)		

McLean County.....Sec 2017 Non-MFTGR 5

The successful bidders on the above section were:

Central Stone Co.....	\$9.00 per Ton.....	\$4,500.00
46445 Sweetbay Ln, Hannibal, MO ..(Florence Quarry)		
Valley View Industries, Inc.....	\$12.50 per Ton.....	\$6,250.00
8785 E 2500 North Rd, Cornell, IL 61319(Ifft)		
VCNA Prairie.....	\$16.25 per Ton.....	\$8,125.00
15800 E 1000 North Rd, Pontiac, IL 61740(Pontiac)		

McLean County.....Sec 2017 Non-MFTGR 6 – Grad 4

The successful bidder on the above section was:

Central Stone Co.....	\$15.00 per Ton.....	\$7,500.00
46445 Sweetbay Ln, Hannibal, MO ..(Florence Quarry)		
VCNA Prairie	\$35.55 per Ton.....	\$17,775.00
15800 E 1000 North Rd, Pontiac, IL 61740(Pontiac)		

McLean County.....Sec 2017 Non-MFTGR 6A – Grad 5

The successful bidder on the above section was:

Central Stone Co.....	\$15.00 per Ton.....	\$7,500.00
46445 Sweetbay Ln, Hannibal, MO ..(Florence Quarry)		
VCNA Prairie	\$36.75 per Ton.....	\$18,375.00
15800 E 1000 North Rd, Pontiac, IL 61740(Pontiac)		

McLean County.....Sec 2017 Non-MFTGR 6B – Grad 3

The successful bidder on the above section was:

Central Stone Co.....	\$15.00 per Ton.....	\$7,500.00
46445 Sweetbay Ln, Hannibal, MO ..(Florence Quarry)		
VCNA Prairie	\$33.10 per Ton.....	\$16,550.00
15800 E 1000 North Rd, Pontiac, IL 61740(Pontiac)		

McLean County.....Sec 2017 Non-MFTGR 9

The successful bidders on the above section were:

HJ Eppel & Co, Inc.....	\$68.00 per Ton.....	\$34,000.00
1400 Tuesburg Ct, Pontiac, IL 61764		
McLean County Asphalt Co, Inc	\$82.00 per Ton.....	\$41,000.00
1100 W Market St PO Box 3547, Bloomington, IL 61702-3547(Yuton)		
River City Supply	\$95.00 per Ton.....	\$47,500.00
1523 N Cottage Ave - PO Box 609 Bloomington, IL 61702-0609(Northtown Rd)		

McLean County.....Sec 2017 Non-MFTGR 19

The successful bidders on the above section were:

Lowery Excavating, Inc.....	\$3.50 per Ton.	\$7,000.00
26251 Townline Rd, Tremont, IL 61568(Mackinaw)		
Miller Materials, Inc	\$4.00 per Ton.	\$8,000.00
307 W First St – PO Box 289 Mackinaw, IL 61755-0289(Staker Pit)		
Rowe Construction	\$5.00 per Ton.	\$10,000.00
A Div of Untied Contractors Midwest, Inc, 1523 N Cottage Ave PO Box 609, Bloomington, IL 61702-0609(Carmichael)		
Carri Scharf Materials.....	\$7.50 per Ton.	\$15,000.00
7 Carri Dr, Bloomington, IL 61705(Heyworth)		
Stark Materials.....	\$7.50 per Ton.	\$15,000.00
1805 W Washington St, Bloomington, IL 61701(Becker)		

McLean County.....Sec 2017 Non-MFTGR 22 – Culv Pipe

The successful bidder on the above section was:

Metal Culverts, Inc.		\$291,211.15
P.O. Box 330, Jefferson City, MO 65102		

McLean County.....Sec 2017 Non-MFTGR 22A – PVC Culv Pipe

The successful bidder on the above section was:

Contech Engineered Solutions.....\$25,919.95
1509 W Mt Vernon St, Metamora, IL 61548

John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 17, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of January A.D., 2017.

[SEAL]

Kathy Michael, McLean County Clerk

McLean County 17-00000-00-GM GR 3 ITEM	ENGINEERS ESTIMATE TOTAL \$5,625.00	UNIT Ton	QUANTITY 500	UNIT PRICE \$11.25	Rowe Construction TOTAL \$5,250.00 -6.67%	Carrl Scharf Materials UNIT PRICE \$11.75 TOTAL \$5,875.00 4.44%	Valley View UNIT PRICE \$13.50 TOTAL \$6,750.00 20.00%	Lowery Excavating UNIT PRICE \$7.50 TOTAL \$3,750.00 -33.33%
Seal Ct Agg CA-15/16 Grad					Carmichael Pit, Heyworth, IL	Heyworth, IL	Fairbury, IL	Tremont, IL
Location of Pit or Quarry								
Location of Pit or Quarry								
McLean County 17-00000-00-GM GR 4 ITEM	ENGINEERS ESTIMATE TOTAL \$84,375.00	UNIT Ton	QUANTITY 7500	UNIT PRICE \$11.25	Rowe Construction TOTAL \$86,250.00 2.22%	Carrl Scharf Materials UNIT PRICE \$12.50 TOTAL \$93,750.00 11.11%	HJ Eppel No Bid	Valley View UNIT PRICE \$11.10 TOTAL \$83,250.00 -1.33%
Agg Surf Cse Ty B CA-6/10 Gradation					Beker Pit, Shirley, IL	Heyworth, IL	No Bid	Fairbury, IL
Location of Pit or Quarry								
Location of Pit or Quarry								
McLean County 17-00000-00-GM GR 4A ITEM	ENGINEERS ESTIMATE TOTAL \$1,650.00	UNIT Ton	QUANTITY 100	UNIT PRICE \$16.50	Rowe Construction TOTAL \$900.00 -45.45%	Carrl Scharf Materials No Bid	HJ Eppel No Bid	Valley View No Bid
Aggregate Surface Course, Millings CA-6/10 Gradation					Makinaw or Tremont	No Bid	No Bid	No Bid
Location of Pit or Quarry								
Location of Pit or Quarry								
McLean County 17-08000-00-GM GR 14 ITEM	ENGINEERS ESTIMATE TOTAL \$19,250.00	UNIT Ton	QUANTITY 1000	UNIT PRICE \$19.25	Lowery Excavating No Bid	Stark Materials UNIT PRICE \$10.35 TOTAL \$1,035.00 -37.27%	VCNA Prairie No Bid	Miller Materials No Bid
Seal Ct Agg CA-15/16					Normal, IL	Normal, IL	No Bid	No Bid
Location of Pit or Quarry								
Location of Pit or Quarry								
Cheyneys Grove RD 17-08000-00-GM GR 14 ITEM	ENGINEERS ESTIMATE TOTAL \$19,250.00	UNIT Ton	QUANTITY 1000	UNIT PRICE \$19.25	Limestone Transit Bid Check TOTAL \$19,740.00 2.55%	Hansen Custom Farming Bid Check TOTAL \$19,740.00 2.55%	Central Stone Co Bid Check TOTAL \$29,400.00 52.73%	Reynolds Express Bid Check TOTAL \$19,860.00 3.27%
Seal Ct Agg CA-15/16								
Location of Pit or Quarry								
Location of Pit or Quarry								
Downs RD 17-14000-00-GM GR 14 ITEM	ENGINEERS ESTIMATE TOTAL \$9,000.00	UNIT Ton	QUANTITY 400	UNIT PRICE \$22.50	Limestone Transit Bid Check TOTAL \$8,900.00 -1.11%	Hansen Custom Farming Bid Check TOTAL \$8,788.00 -2.36%	Central Stone Co Bid Check TOTAL \$10,960.00 21.78%	Reynolds Express Bid Check TOTAL \$8,820.00 -2.00%
Seal Ct Agg CA-15/16 (Crushed Limestone Only)								

Downs RD 17-14000-00-GM GR 15 ITEM A88 Surf Cse Ty B CA-8/10	ENGINEERS ESTIMATE TOTAL \$4,000.00 \$4,000.00	Limestone Transit Bid Check TOTAL \$3,970.00 \$3,970.00 -0.75%	Hansen Custom Farming Bid Check TOTAL \$3,914.00 \$3,914.00 -2.15%	Central Stone Co Bid Check TOTAL \$4,480.00 \$4,480.00 12.00%	Reynolds Express Bid Check TOTAL \$3,910.00 \$3,910.00 -2.25%
	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
Ton	200 \$20.00	\$19.85	\$19.57	\$22.40	\$19.55

Martin RD 17-22000-00-GM GR 14 ITEM Seal C1 Agg CA-15/16 (Crushed Limestone Only)	ENGINEERS ESTIMATE TOTAL \$7,100.00 \$7,100.00	Limestone Transit Bid Check TOTAL \$7,000.00 \$7,000.00 -1.41%	Hansen Custom Farming Bid Check TOTAL \$6,836.00 \$6,836.00 -3.72%	Central Stone Co Bid Check TOTAL \$11,760.00 \$11,760.00 65.63%	Reynolds Express Bid Check TOTAL \$7,400.00 \$7,400.00 4.23%
	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
Ton	400 \$17.75	\$17.50	\$17.09	\$23.40	\$18.50

McLean County 2017 Non-MFT GR 3A ITEM Seal C1 Agg CA-15/16 Grad (Dbl Wash Crushed Limestone Only)	ENGINEERS ESTIMATE TOTAL \$2,960.00 \$2,960.00	Valley View Bid Check TOTAL \$2,900.00 \$2,900.00 -2.03%	VCNA Prairie Bid Check TOTAL \$2,740.00 \$2,740.00 -7.43%	VCNA Prairie Bid Check TOTAL \$8,125.00 \$8,125.00 16.07%
Location of Pit or Quarry	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	200 \$14.80	\$14.50	\$13.70	\$16.25

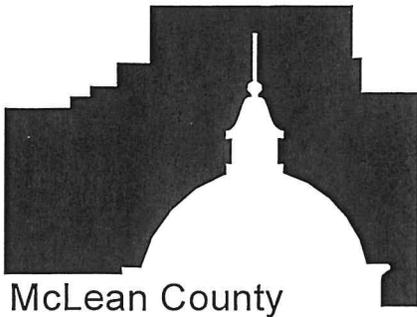
McLean County 2017 Non-MFT GR 5 ITEM Grad RR-1	ENGINEERS ESTIMATE TOTAL \$7,000.00 \$7,000.00	Central Stone Co Bid Check TOTAL \$6,250.00 \$6,250.00 -10.71%	VCNA Prairie Bid Check TOTAL \$17,775.00 \$17,775.00 0.14%
Location of Pit or Quarry	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE
	500 \$14.00	\$9.00	\$35.55

McLean County 2017 Non-MFT GR 6 ITEM Grad RR-4	ENGINEERS ESTIMATE TOTAL \$17,750.00 \$17,750.00	Central Stone Co Bid Check TOTAL \$7,500.00 \$7,500.00 -57.75%	VCNA Prairie Bid Check TOTAL \$18,375.00 \$18,375.00 0.00%
Location of Pit or Quarry	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE
	500 \$35.50	\$15.00	\$36.75

McLean County 2017 Non-MFT GR 6A ITEM Grad RR-5	ENGINEERS ESTIMATE TOTAL \$18,375.00 \$18,375.00	Central Stone Co Bid Check TOTAL \$6,500.00 \$6,500.00 -60.61%	VCNA Prairie Bid Check TOTAL \$16,550.00 \$16,550.00 0.30%
Location of Pit or Quarry	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE
	500 \$33.00	\$13.00	\$33.10

McLean County 2017 Non-MFT GR 6B ITEM Grad RR-3	ENGINEERS ESTIMATE TOTAL \$16,500.00 \$16,500.00	Central Stone Co Bid Check TOTAL \$6,500.00 \$6,500.00 -60.61%	VCNA Prairie Bid Check TOTAL \$16,550.00 \$16,550.00 0.30%
Location of Pit or Quarry	UNIT QUANTITY UNIT PRICE	UNIT PRICE	UNIT PRICE
	500 \$33.00	\$13.00	\$33.10

96" Pre-cl. 138 Thick 3"x1" Corr	LF	40.00	\$157.92	\$6,316.80	\$169.20	\$6,768.00	\$157.44	\$6,297.60
102" Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$130.20	\$5,208.00	\$139.50	\$5,580.00	\$132.57	\$5,302.80
108" Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$138.60	\$5,544.00	\$148.50	\$5,940.00	\$139.69	\$5,587.60
114" Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$146.16	\$5,846.40	\$156.60	\$6,284.00	\$147.69	\$5,907.60
120" Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$153.72	\$6,148.80	\$164.70	\$6,588.00	\$154.89	\$6,195.60
12" ERS Pre-cl. 064 Thick	LF	40.00	\$8.70	\$348.00	\$9.20	\$368.00	\$8.81	\$352.40
15" ERS Pre-cl. 064 Thick	LF	200.00	\$10.20	\$2,040.00	\$11.76	\$2,352.00	\$11.10	\$2,220.00
18" ERS Pre-cl. 064 Thick	LF	100.00	\$20.40	\$1,260.00	\$14.70	\$1,470.00	\$13.04	\$1,304.00
24" ERS Pre-cl. 079 Thick	LF	200.00	\$20.40	\$4,080.00	\$23.52	\$4,704.00	\$21.24	\$4,248.00
30" ERS Pre-cl. 079 Thick	LF	100.00	\$25.50	\$2,550.00	\$29.40	\$2,940.00	\$25.83	\$2,583.00
36" ERS Pre-cl. 079 Thick	LF	100.00	\$30.60	\$3,060.00	\$35.28	\$3,528.00	\$30.78	\$3,078.00
42" ERS Pre-cl. 109 Thick	LF	50.00	\$48.45	\$2,422.50	\$55.86	\$2,793.00	\$48.29	\$2,414.50
48" ERS Pre-cl. 109 Thick	LF	100.00	\$55.25	\$5,525.00	\$63.70	\$6,370.00	\$54.90	\$5,490.00
54" ERS Pre-cl. 109 Thick	LF	40.00	\$43.48	\$1,738.40	\$71.54	\$2,861.60	\$62.55	\$2,502.00
60" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$80.04	\$3,201.60	\$90.16	\$3,606.40	\$81.18	\$3,247.20
66" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$87.87	\$3,514.80	\$92.92	\$3,716.80	\$88.65	\$3,546.00
72" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$95.70	\$3,828.00	\$107.80	\$4,312.00	\$96.75	\$3,870.00
78" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$103.53	\$4,141.20	\$109.48	\$4,379.20	\$105.75	\$4,230.00
84" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$111.36	\$4,454.40	\$125.44	\$5,017.60	\$113.67	\$4,546.80
90" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$119.19	\$4,767.60	\$126.04	\$5,041.60	\$122.13	\$4,885.20
96" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$127.99	\$5,115.60	\$144.06	\$5,762.40	\$130.59	\$5,223.60
102" ERS Pre-cl. 109 Thick 3"x1" Corr	LF	40.00	\$134.85	\$5,394.00	\$142.60	\$5,704.00	\$139.32	\$5,572.80
108" ERS Pre-cl. 138 Thick 3"x1" Corr	LF	40.00	\$183.57	\$7,342.80	\$194.12	\$7,764.80	\$184.05	\$7,362.00
10" Perf Pre-cl. 064 Thick	LF	50.00	\$9.90	\$495.00	\$9.00	\$500.00	\$12.67	\$633.50
12" Perf Pre-cl. 064 Thick	LF	50.00	\$11.00	\$550.00	\$10.00	\$500.00	\$13.10	\$655.00
15" Perf Pre-cl. 064 Thick	LF	50.00	\$13.20	\$660.00	\$12.00	\$600.00	\$16.25	\$812.50
18" Perf Pre-cl. 079 Thick	LF	40.00	\$19.60	\$792.00	\$18.00	\$720.00	\$24.15	\$966.00
24" Perf Pre-cl. 079 Thick	LF	40.00	\$26.40	\$1,056.00	\$24.00	\$960.00	\$29.38	\$1,175.20
10" Steel End Sec	Ea	1.00	\$75.00	\$75.00	\$65.00	\$65.00	\$69.75	\$69.75
12" Steel End Sec	Ea	1.00	\$40.00	\$40.00	\$40.00	\$40.00	\$50.50	\$50.50
15" Steel End Sec	Ea	1.00	\$50.00	\$50.00	\$50.00	\$50.00	\$62.80	\$62.80
18" Steel End Sec	Ea	1.00	\$65.00	\$65.00	\$65.00	\$65.00	\$79.80	\$79.80
21" Steel End Sec	Ea	1.00	\$75.00	\$75.00	\$77.00	\$77.00	\$95.20	\$95.20
24" Steel End Sec	Ea	1.00	\$95.00	\$95.00	\$95.00	\$95.00	\$116.90	\$116.90
30" Steel End Sec	Ea	1.00	\$169.00	\$169.00	\$169.00	\$169.00	\$191.35	\$191.35
36" Steel End Sec	Ea	1.00	\$277.00	\$277.00	\$277.00	\$277.00	\$313.30	\$313.30
42" Steel End Sec	Ea	1.00	\$501.00	\$501.00	\$500.00	\$500.00	\$646.60	\$646.60
48" Steel End Sec	Ea	1.00	\$687.00	\$687.00	\$687.00	\$687.00	\$745.70	\$745.70
54" Steel End Sec	Ea	1.00	\$690.00	\$690.00	\$690.00	\$690.00	\$899.95	\$899.95
60" Steel End Sec	Ea	1.00	\$1,012.00	\$1,012.00	\$1,012.00	\$1,012.00	\$1,287.35	\$1,287.35
66" Steel End Sec	Ea	1.00	\$1,087.00	\$1,087.00	\$1,087.00	\$1,087.00	\$1,390.70	\$1,390.70
72" Steel End Sec	Ea	1.00	\$1,206.00	\$1,206.00	\$1,206.00	\$1,206.00	\$1,513.65	\$1,513.65
78" Steel End Sec	Ea	1.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,672.95	\$1,672.95
84" Steel End Sec	Ea	1.00	\$1,422.00	\$1,422.00	\$1,422.00	\$1,422.00	\$1,824.70	\$1,824.70
15" ERS Steel End Sec	Ea	1.00	\$52.00	\$52.00	\$52.00	\$52.00	\$58.65	\$58.65
18" ERS Steel End Sec	Ea	1.00	\$60.00	\$60.00	\$60.00	\$60.00	\$66.25	\$66.25
24" ERS Steel End Sec	Ea	1.00	\$84.00	\$84.00	\$84.00	\$84.00	\$95.15	\$95.15
30" ERS Steel End Sec	Ea	1.00	\$138.00	\$138.00	\$138.00	\$138.00	\$169.70	\$169.70
36" ERS Steel End Sec	Ea	1.00	\$223.00	\$223.00	\$223.00	\$223.00	\$251.90	\$251.90
42" ERS Steel End Sec	Ea	1.00	\$367.00	\$367.00	\$367.00	\$367.00	\$439.20	\$439.20
48" ERS Steel End Sec	Ea	1.00	\$460.00	\$460.00	\$460.00	\$460.00	\$608.25	\$608.25
54" ERS Steel End Sec	Ea	1.00	\$624.00	\$624.00	\$624.00	\$624.00	\$822.80	\$822.80
60" ERS Steel End Sec	Ea	1.00	\$805.00	\$805.00	\$805.00	\$805.00	\$1,093.80	\$1,093.80
66" ERS Steel End Sec	Ea	1.00	\$1,076.00	\$1,076.00	\$1,076.00	\$1,076.00	\$1,416.50	\$1,416.50
72" ERS Steel End Sec	Ea	1.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,170.00	\$1,501.75	\$1,501.75
78" ERS Steel End Sec	Ea	1.00	\$1,269.00	\$1,269.00	\$1,269.00	\$1,269.00	\$1,643.50	\$1,643.50
84" ERS Steel End Sec	Ea	1.00	\$1,313.00	\$1,313.00	\$1,313.00	\$1,313.00	\$1,699.90	\$1,699.90



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: December 22, 2016

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

Engineering Services Agreement with Farnsworth Group, Inc. for Section 16-19119-00-BR, Rhinehart Bridge Replacement on 2000 North Road

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement with Farnsworth Group, Inc.

Background:

This structure is located on 2000 North Road, approximately 1/3 of a mile east of Linden St. (CH 37). The existing structure is a double barrel concrete box culvert that was built in 1950. The structure has significant cracking and deterioration on the wingwalls and center wall. There is also widespread cracking throughout the structure.

This project is planned as a Township Bridge Program (TBP) project to be constructed in late 2018. The project is located on the Township line between Hudson and Normal Township. The funding breakdown for the project is 80% TBP Funds, 10% McLean County, 5% Hudson Township and 5% Normal Township.

The cost of the engineering services agreement is \$45,750

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Farnsworth Group, Inc.
Township Hudson				Address 2709 McGraw Drive
County McLean				City Bloomington
Section 16-19119-00-BR				State Illinois, 61704

THIS AGREEMENT is made and entered into this 17th day of January, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Rhinehart Bridge Replacement

Route 2000N Road Length 0.095 Mi. 500.00 FT (Structure No. 057-4727)

Termini _____

Description:

New multi-barrel box culvert with minor approach roadway design. Minor channel work will also be done directly upstream and downstream of the structure.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to the extension of actual hours and chargeable rates, but not exceed \$ 45,750.00 in accordance with the attached schedule of chargeable rates and Scope of Services.
In addition, to pay the ENGINEER a sum of money equal to \$4,000.00 for the services stipulated in paragraph 1l. In addition, to pay the ENGINEER a sum of money equal to the extension of actual hours and chargeable rates for the services stipulated in paragraphs 1h and the attached Scope of Services and in accordance with the attached schedule of chargeable rates.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

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

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

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

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

*See Attached Schedule of Charges

It is Mutually Agreed,

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

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

Executed by the LA:

McLean of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
County Clerk
(Seal)

County Board
By _____
Title County Board Chairman

Executed by the ENGINEER:

Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, Illinois 61704

ATTEST:
By *Robert C. Kahlhauer*
Title Principal

By *Joseph M. Lawson*
Title Engineering Manager

Approved

Date
Department of Transportation

Regional Engineer

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement – 2000N Road

Hydraulic Reports will be completed and delivered to the County & IDOT by April 7, 2017. Pre-Final Plans completed and delivered to the County by September 15, 2017. Final Plans completed and delivered to the County by December 15, 2017 (Assuming review time schedules met and Notice to Proceed given when shown). See attached sheet for further schedules.

1. Roadway Survey and Hydraulic Survey Complete with Total Station/Data Collector:
 - TR 157A/2000N Road (1,000 ft.)
 - Hydraulic Survey (1,500 ft.)
 - Conduct Topographic and Contour Field Survey

2. Hydraulic Report:
 - Provide Joint 3-way permit for IDOT, Corp of Engineers and IEPA
 - Special Waste Screening for Environmental Survey Request

3. Plans, Specifications and Estimates:
 - TBP Funding Source
 - Culvert Replacement / Approach Roadway Design Criteria – Figure 32-2C (BLR Manual)
 - Assume Multi-Barrel Cast-In-Place Box Culvert
 - Hydraulic Design – 20 Year Frequency (Figure 36-5A BLR Manual)
 - Project Length \approx 500 feet
 - Design Speed - 40 mph
 - Two (2) Lane Facility \approx 20'-0" Edge to Edge of Pavement + 4'-0" Shoulders (28'-0" Shoulder to Shoulder)
 - Maintain Existing Roadway Alignment (2000N Road)
 - Apparent Existing Right-of-Way – Varies
 - Pavement Cross Slope – 2.0% (22' Aggregate Base Course – 12")
 - Shoulder Cross Slope – 4.0% (4' Aggregate – 6")
 - Provide Pavement Structural Analysis
 - Ditch Slope – 1:4 (V:H) Front Slope and 1:2 (V:H) Back Slope (Guardrail is not required with 1:4 (V:H) front slope)
 - Ditch Bottom – 2' Flat Bottom
 - Bridge Rail – Steel Railing, Type S1
 - Functional Classification – Local Road
 - Current Average Daily Traffic – 250 to 400
 - Clear Zone – 6' (Section 35-2.02(d) BLR Manual)
 - Soil Borings by Ramsey Geotechnical Engineering (Included in Contract)
 - The structure will be replaced during road closure.
 - Provide Plans and Computer Diskette in accordance with IDOT Standard Policy ES-13

4. Item to be done on a Time and Material Basis:
 - Provide R.O.W. Plats

5. Item to be done on a Lump Sum Basis:
 - Locate Land Lines and Reset Monuments (Establish Section Lines)

Note: Not included in this Scope of Services - Any purchase of title commitments, Special Environmental Studies (PESA, PSI, Etc.), IHPA historical/archeological level I studies, IDOC endangered species detailed action reports or Storm Water Pollution Control Plan; Traffic/Staging Plans; Bidding Services; Pre-Construction Meeting; Shop Drawing Review and Construction Services (Material Documentation or Testing). This work will be done on a time and material basis if requested.



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 107.00
Engineering Intern II	\$ 118.00
Engineer/Land Surveyor	\$ 129.00
Senior Engineer/Senior Land Surveyor	\$ 135.00
Project Engineer/Project Land Surveyor	\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 165.00
Engineering Manager/Land Surveying Manager	\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager	\$ 195.00
Principal/Vice President.....	\$ 203.00
Technical Staff	
Technician I	\$ 71.00
Technician II	\$ 94.00
Senior Technician	\$ 104.00
Chief Technician	\$ 120.00
Designer/Computer Specialist/Lead Technician	\$ 130.00
Senior Designer	\$ 135.00
Project Designer/Project Technician	\$ 143.00
Senior Project Designer/Systems Integration Manager	\$ 162.00
Design Manager/Government Affairs Manager	\$ 174.00
Technical Manager	\$ 183.00
Senior Technical Manager	\$ 196.00
Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 97.00
Senior Interior Designer/Designer II	\$ 107.00
Architect/Designer III/Project Coordinator	\$ 122.00
Senior Architect/Senior Project Coordinator	\$ 129.00
Project Architect/Project Manager	\$ 141.00
Senior Project Architect/Senior Project Manager	\$ 155.00
Architectural Manager	\$ 165.00
Senior Architectural Manager	\$ 174.00
Principal – Architecture	\$ 197.00
Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	IRS Rate
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

December 14, 2016



1701 W. Market Street
Bloomington, IL 61701
P 309-821-0430
F 309-821-1242

Mr. Joe Lowrance, SE, PE
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, Illinois 61704

RE: Geotechnical Exploration
Hudson Township Bridge Replacement
Section 16-19119-00-BR
McLean County, Illinois

Dear Mr. Lowrance:

In accordance with our December 13, 2016 telephone conversation and your email transmittal on the same date, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the existing structure located on Hudson Township Road 2000N directly east of County Highway 37 is planned. The new structure will consist of a cast-in-place reinforced concrete box culvert. The scope of services is to provide subsurface soil and groundwater information required to design the foundation of the planned culvert.

Boring Program:

In accordance with Illinois Department of Transportation (IDOT) requirements, two (2) borings, one (1) near each end of the existing structure, will be completed. The depth of the borings will be dependent upon the strength of the subsurface soils encountered. Our proposal assumes that both of the borings will be terminated at a depth of 30 feet below the existing ground surface.

Soil samples will be obtained by split spoon methods. Sampling will be performed at 2½ foot intervals to a depth of 30 feet and will not exceed 5 foot intervals below this level if deeper borings are required. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

Utility clearance for the borings to be made will be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on site personnel. RGE will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for each bore hole by level survey methods.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the classification system used by IDOT. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. Other tests deemed to be necessary by RGE's Project Engineer may also be recommended for your approval.

Report of Data Obtained:

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting design and construction of the planned culvert.

Fees and Scope:

To provide the Geotechnical Study outlined, RGE is proposing a budget amount of Three Thousand Dollars (\$3,000.00). This budget is based on the understanding that the boring locations are accessible to a conventional truck or ATV mounted drill and that the work can be performed during standard business hours. Unless stated otherwise, RGE's fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice.

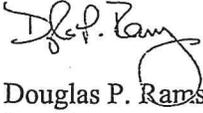
Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

RAMSEY GEOTECHNICAL ENGINEERING LLC



Douglas P. Ramsey, P.E.
President

DPR/kr

Approved and Accepted by: _____

NAME

TITLE

DATE

FEE ESTIMATE

ITEM	UNITS	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Provide Technicians to Mark Boring Locations and Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	150.00	\$ 150.00
DRILLING AND SAMPLING					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck or ATV	Each	1	150.00	\$ 150.00
ADVANCE BORE HOLES BY SOLID OR HOLLOWSTEM AUGER METHODS					
2.2	0 - 25 Foot Depth	Foot	50.0	8.75	\$ 437.50
2.3	25 - 50 Foot Depth	Foot	10.0	9.35	\$ 93.50
TAKE SOIL SAMPLES					
2.4	By Split-Spoon Procedure	Each	24	11.50	\$ 276.00
2.5	By Thin Walled Tube Procedure	Each	0	30.00	\$ 0.00
TRAFFIC CONTROL					
2.6	Two Person Flagging Crew	Hour	8	100.00	\$ 800.00
2.7	Traffic Control Signs	Lump Sum	1	50.00	\$ 50.00
LABORATORY TESTING					
3.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	24	4.00	\$ 96.00
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	22	6.50	\$ 143.00
3.3	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each	12	12.00	\$ 144.00
3.4	Dry Unit Weight Determinations	Each	2	5.00	\$ 10.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	650.00	\$ 650.00
ESTIMATED TOTAL:					\$3,000.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement – 2000N Road

Preliminary Index to Sheets

1	Cover Sheet
2	General Notes, Commitments and Typical Sections
3	Summary of Quantities
4	Schedules of Quantities
5	Alignment, Survey Ties and Benchmarks
6	Plan and Profile Sheet
7	Erosion Control Plan
8	General Plan and Elevation
9	General Data
10	Slab Reinforcement and Details
11	Barrel Wall Elevations
12	Wingwall Details
13	Steel Railing, Type S1
14	Soil Boring Logs
15-16	Cross Sections

McLean County 16-19119-00-BR
Rhinehart Bridge Replacement – 2000N Road
Schedule

Notice to Proceed	January 20, 2017
Surveying	February 7, 2017
Environmental Survey Request (ESR) Submitted	April 7, 2017
Hydraulic Report Submitted (Joint 3-way: IDOT, Corps, IEPA)	April 7, 2017
Pre-Final Right-of-Way Plats to County	May 12, 2017
Hydraulic Report Approval	June 9, 2017
Pre-Final Right-of-Way Plats with Comments from County	August 11, 2017
Environmental Survey Request (ESR) Approval	September 8, 2017
Pre-Final Plans to County	September 15, 2017
Final Right-of-Way Plats to County	October 13, 2017
Pre-Final Plans with Comments from County	November 17, 2017
Final Plans to County	December 15, 2017
Letting	July 2018

Note: 1) Unless otherwise noted all submittals to County.

2) Schedule based upon reasonable time frames for review and on receiving approval on or before dates shown.

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

PROJECT ADMINISTRATION

Sr. Engr. Manager	7.5 Hrs.	@	\$195.00 /Hr. =	\$1,462.50	
Admin.	1 Hrs.	@	\$68.00 /Hr. =	\$68.00	
Misc. Dierct Costs				\$19.50	
				<hr/>	\$1,550.00

ROADWAY SURVEY COMPLETE

Sr. Engr. Manager	1.5 Hrs.	@	\$195.00 /Hr. =	\$292.50	
Chief Technician	15 Hrs.	@	\$120.00 /Hr. =	\$1,800.00	
Technician II	12 Hrs.	@	\$94.00 /Hr. =	\$1,128.00	
Field Vehicle	12 Hrs.	@	\$13.00 /Hr. =	\$156.00	
GPS Unit	12 Hrs.	@	\$22.00 /Hr. =	\$264.00	
Misc. Dierct Costs				\$9.50	
				<hr/>	\$3,650.00

HYDRAULIC SURVEY

Chief Technician	18 Hrs.	@	\$120.00 /Hr. =	\$2,160.00	
Technician II	18 Hrs.	@	\$94.00 /Hr. =	\$1,692.00	
Field Vehicle	18 Hrs.	@	\$13.00 /Hr. =	\$234.00	
GPS Unit	14 Hrs.	@	\$22.00 /Hr. =	\$308.00	
Misc. Dierct Costs				\$6.00	
				<hr/>	\$4,400.00

HYDRAULIC REPORT

Sr. Engr. Manager	2 Hrs.	@	\$195.00 /Hr. =	\$390.00	
Senior Project Engineer	23 Hrs.	@	\$165.00 /Hr. =	\$3,795.00	
Designer	12 Hrs.	@	\$130.00 /Hr. =	\$1,560.00	
Computer - CADD	12 Hrs.	@	\$15.00 /Hr. =	\$180.00	
Special Waste Screening				\$250.00	
Water Resources Permit Application Fee				\$3,000.00	
Misc. Dierct Costs				\$25.00	
				<hr/>	\$9,200.00

WORK SHEETS

Designer	12.5 Hrs.	@	\$130.00 /Hr. =	\$1,625.00	
Computer - CADD	12.5 Hrs.	@	\$15.00 /Hr. =	\$187.50	
Misc. Dierct Costs				\$87.50	
				<hr/>	\$1,900.00

PRELIMINARY ROADWAY PLANS

Sr. Engr. Manager	3 Hrs.	@	\$195.00 /Hr. =	\$585.00	
Senior Project Engineer	18 Hrs.	@	\$165.00 /Hr. =	\$2,970.00	
Designer	31 Hrs.	@	\$130.00 /Hr. =	\$4,030.00	
Admin.	11 Hrs.	@	\$68.00 /Hr. =	\$748.00	
Computer - CADD	31 Hrs.	@	\$15.00 /Hr. =	\$465.00	
Misc. Dierct Costs				\$52.00	
				<hr/>	\$8,850.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

PRELIMINARY STRUCTURE PLANS

Sr. Engr. Manager	4 Hrs.	@	\$195.00 /Hr. =	\$780.00	
Senior Project Engineer	23.5 Hrs.	@	\$165.00 /Hr. =	\$3,877.50	
Designer	35 Hrs.	@	\$130.00 /Hr. =	\$4,550.00	
Admin.	1 Hrs.	@	\$68.00 /Hr. =	\$68.00	
Computer - CADD	35 Hrs.	@	\$15.00 /Hr. =	\$525.00	
Misc. Dierct Costs				\$49.50	
					<u>\$9,850.00</u>

FINAL ROADWAY PLANS

Sr. Engr. Manager	1 Hrs.	@	\$195.00 /Hr. =	\$195.00	
Senior Project Engineer	4 Hrs.	@	\$165.00 /Hr. =	\$660.00	
Designer	7 Hrs.	@	\$130.00 /Hr. =	\$910.00	
Admin.	2 Hrs.	@	\$68.00 /Hr. =	\$136.00	
Computer - CADD	7 Hrs.	@	\$15.00 /Hr. =	\$105.00	
Misc. Dierct Costs				\$44.00	
					<u>\$2,050.00</u>

FINAL STRUCTURE PLANS

Sr. Engr. Manager	1 Hrs.	@	\$195.00 /Hr. =	\$195.00	
Senior Project Engineer	3 Hrs.	@	\$165.00 /Hr. =	\$495.00	
Designer	4 Hrs.	@	\$130.00 /Hr. =	\$520.00	
Computer - CADD	4 Hrs.	@	\$15.00 /Hr. =	\$60.00	
Misc. Dierct Costs				\$30.00	
					<u>\$1,300.00</u>

Total Design without Right-of-Way & Borings =	\$42,750.00
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SOIL BORINGS

Ramsey Geotechnical Engineering	<u>\$3,000.00</u>
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Total Design without Right-of-Way =	\$45,750.00
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SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

10 PROJECT MGMT./ADMIN.

A. CONTRACT PREPARATION (WITH PRELIMINARY CONSTRUCTION ESTIMATE)

Sr. Engr. Mgr.	3 HRS	@	\$195.00	\$585.00	
Admin.	0.5 HRS	@	\$68.00	\$34.00	
					\$619.00

B. BILLING

Sr. Engr. Mgr.	1.5 HRS	@	\$195.00	\$292.50	
Admin.	0.5 HRS	@	\$68.00	\$34.00	
					\$326.50

C. CLIENT CONTACT / MEETINGS

Sr. Engr. Mgr.	2 HRS	@	\$195.00	\$390.00	
					\$390.00

D. TELEPHONE / CORRESPONDENCE

Sr. Engr. Mgr.	1 HRS	@	\$195.00	\$195.00	
					\$195.00

Sub-Total =	\$1,530.50
Misc. Direct Costs =	\$19.50
Total =	\$1,550.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

20 ROADWAY SURVEY/DATA COMPILE - 2000N Road
-1,000' of Roadway

A. REVIEW INFORMATION

Sr. Engr. Mgr.	1 HRS	@	\$195.00	\$195.00	
					\$195.00

B. BRIEFING/COORDINATION

Sr. Engr. Mgr.	0.5 HRS	@	\$195.00	\$97.50	
Chief Tech.	3 HRS	@	\$120.00	\$360.00	
					\$457.50

C. SET CONTROL / STATIONING

Chief Tech.	2 HRS	@	\$120.00	\$240.00	
Tech. II	2 HRS	@	\$94.00	\$188.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$498.00

D. LEVEL CIRCUIT / BENCHMARKS

Chief Tech.	2 HRS	@	\$120.00	\$240.00	
Tech. II	2 HRS	@	\$94.00	\$188.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$498.00

E. TOPOGRAPHIC SURVEY- Includes 1,000' of Roadway

Chief Tech.	8 HRS	@	\$120.00	\$960.00	
Tech. II	8 HRS	@	\$94.00	\$752.00	
Field Vehicle	8 HRS	@	\$13.00	\$104.00	
GPS Unit	8 HRS	@	\$22.00	\$176.00	
					\$1,992.00

Sub-Total =	\$3,640.50
Misc. Direct Costs =	\$9.50
Total =	\$3,650.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

30 HYDRAULIC SURVEY - 1500'

A. HYDRAULIC CROSS SECTIONS

Chief Tech.	13 HRS	@	\$120.00	\$1,560.00	
Tech. II	13 HRS	@	\$94.00	\$1,222.00	
Field Vehicle	13 HRS	@	\$13.00	\$169.00	
GPS Unit	11 HRS	@	\$22.00	\$242.00	
					\$3,193.00

B. BRIDGE SURVEY

Chief Tech.	5 HRS	@	\$120.00	\$600.00	
Tech. II	5 HRS	@	\$94.00	\$470.00	
Field Vehicle	5 HRS	@	\$13.00	\$65.00	
GPS Unit	3 HRS	@	\$22.00	\$66.00	
					\$1,201.00

Sub-Total =	\$4,394.00
Misc. Direct Costs =	\$6.00
Total =	\$4,400.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

40 HYDRAULIC REPORT

A. REPORT WRITING

Sr. Proj. Engr.	3 HRS	@	\$165.00	\$495.00	
					\$495.00

B. EXHIBITS

Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Designer	9 HRS	@	\$130.00	\$1,170.00	
CADD	9 HRS	@	\$15.00	\$135.00	
					\$1,965.00

C. HYDROLOGIC ANALYSIS

Sr. Proj. Engr.	1 HRS	@	\$165.00	\$165.00	
					\$165.00

D. DATA DUMP / PLOTTING

Designer	3 HRS	@	\$130.00	\$390.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$435.00

E. HYDRAULIC ANALYSIS

Sr. Proj. Engr.	10 HRS	@	\$165.00	\$1,650.00	
Water Resources Permit Application Fee				\$3,000.00	
					\$4,650.00

F. ENVIRONMENTAL SURVEY REQUEST DOCUMENTATION

Sr. Proj. Engr.	5 HRS	@	\$165.00	\$825.00	
Special Waste Screening				\$250.00	
					\$1,075.00

G. CHECKING / REVISIONS

Sr. Engr. Mgr.	2 HRS	@	\$195.00	\$390.00	
					\$390.00

Sub-Total =	\$9,175.00
Misc. Direct Costs =	\$25.00
Total =	\$9,200.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

50 PRELIMINARY WORK SHEETS

A. PLOT EXISTING CROSS-SECTIONS - 2 Sheets

Designer	3.5 HRS	@	\$130.00	\$455.00	
CADD	3.5 HRS	@	\$15.00	\$52.50	
					\$507.50

B. PLOT EXISTING PLAN AND PROFILE - 1 Sheet

Designer	5 HRS	@	\$130.00	\$650.00	
CADD	5 HRS	@	\$15.00	\$75.00	
					\$725.00

C. DATA DUMP / PROCESSING

Designer	4 HRS	@	\$130.00	\$520.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$580.00

Sub-Total =	\$1,812.50
Misc. Direct Costs =	\$87.50
Total =	\$1,900.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

60 PRELIMINARY ROADWAY PLANS

A. PROPOSED CROSS SECTIONS

Sr. Proj. Engr.	2 HRS	@	\$165.00	\$330.00	
Designer	9 HRS	@	\$130.00	\$1,170.00	
CADD	9 HRS	@	\$15.00	\$135.00	
					\$1,635.00

B. ESTIMATE OF COST / TIME

Sr. Proj. Engr.	2 HRS	@	\$165.00	\$330.00	
Admin.	2 HRS	@	\$68.00	\$136.00	
					\$466.00

C. COVER SHEET

Sr. Proj. Engr.	0.5 HRS	@	\$165.00	\$82.50	
Designer	2 HRS	@	\$130.00	\$260.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$372.50

D. TYPICAL SECTION

Sr. Proj. Engr.	0.5 HRS	@	\$165.00	\$82.50	
Designer	2 HRS	@	\$130.00	\$260.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$372.50

E. SUMMARY OF QUANTITIES

Sr. Proj. Engr.	1 HRS	@	\$165.00	\$165.00	
Designer	2 HRS	@	\$130.00	\$260.00	
Admin.	2 HRS	@	\$68.00	\$136.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$591.00

F. PROPOSED PLANS & PROFILES -1"=20' 2000N Road - 1 Sheet

Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Designer	8 HRS	@	\$130.00	\$1,040.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,820.00

G. QUANTITY CALCULATIONS / SCHEDULES OF QUANTITIES

Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Designer	8 HRS	@	\$130.00	\$1,040.00	
Admin.	2 HRS	@	\$68.00	\$136.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,956.00

(cont'd.)

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

60 PRELIMINARY ROADWAY PLANS (Continued)

H. SPECIAL PROVISIONS

Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Admin.	5 HRS	@	\$68.00	\$340.00	
					\$1,000.00

I. CHECKING

Sr. Engr. Mgr.	3 HRS	@	\$195.00	\$585.00	
					\$585.00

Sub-Total =	\$8,798.00
Misc. Direct Costs =	\$52.00
Total =	\$8,850.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

70 PRELIMINARY STRUCTURE PLANS

A. COST ESTIMATE

Sr. Proj. Engr.	2 HRS	@	\$165.00	\$330.00	
Admin.	1 HRS	@	\$68.00	\$68.00	
					\$398.00

B. SOIL BORING ANALYSIS

Sr. Proj. Engr.	0.5 HRS	@	\$165.00	\$82.50	
Designer	1 HRS	@	\$130.00	\$130.00	
CADD	1 HRS	@	\$15.00	\$15.00	
					\$227.50

C. TOP SLAB DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$165.00	\$495.00	
Designer	4 HRS	@	\$130.00	\$520.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$1,075.00

D. BOTTOM SLAB DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$165.00	\$495.00	
Designer	4 HRS	@	\$130.00	\$520.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$1,075.00

E. WALL DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$165.00	\$495.00	
Designer	4 HRS	@	\$130.00	\$520.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$1,075.00

F. WINGWALL DESIGNS / DETAILING

Sr. Proj. Engr.	6 HRS	@	\$165.00	\$990.00	
Designer	8 HRS	@	\$130.00	\$1,040.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$2,150.00

G. STEEL RAILING, TYPE S1 / MISCELLANEOUS DETAILS

Sr. Proj. Engr.	1 HRS	@	\$165.00	\$165.00	
Designer	3 HRS	@	\$130.00	\$390.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$600.00

(cont'd.)

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

70 PRELIMINARY STRUCTURE PLANS (Continued)

H. GENERAL PLAN & ELEVATION

Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Designer	8 HRS	@	\$130.00	\$1,040.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,820.00

I. GENERAL DATA

Sr. Proj. Engr.	1 HRS	@	\$165.00	\$165.00	
Designer	3 HRS	@	\$130.00	\$390.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$600.00

J. PLAN REVIEW

Sr. Engr. Mgr.	4 HRS	@	\$195.00	\$780.00	
					\$780.00

Sub-Total =	\$9,800.50
Misc. Direct Costs =	\$49.50
Total =	\$9,850.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

80 FINAL ROADWAY PLANS

A. REVISIONS - After County Review

Sr. Engr. Mgr.	1 HRS	@	\$195.00	\$195.00	
Sr. Proj. Engr.	4 HRS	@	\$165.00	\$660.00	
Designer	7 HRS	@	\$130.00	\$910.00	
Admin.	2 HRS	@	\$68.00	\$136.00	
CADD	7 HRS	@	\$15.00	\$105.00	
					\$2,006.00
				Sub-Total =	\$2,006.00
				Misc. Direct Costs =	\$44.00
				Total =	\$2,050.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

90 FINAL STRUCTURE PLANS

A. REVISIONS - After County Review

Sr. Engr. Mgr.	1 HRS	@	\$195.00	\$195.00
Sr. Proj. Engr.	3 HRS	@	\$165.00	\$495.00
Designer	4 HRS	@	\$130.00	\$520.00
CADD	4 HRS	@	\$15.00	\$60.00

\$1,270.00

Sub-Total = \$1,270.00
Misc. Direct Costs = \$30.00
Total = \$1,300.00

TOTAL DESIGN = \$42,750.00

SCOPE OF SERVICES
McLean County 16-19119-00-BR
Rhinehart Bridge Replacement - 2000N Road

RIGHT-OF-WAY SURVEYING

Establish the existing centerline of Right-of-Way for Bridge Replacement

Field items include:

- Briefing from supplied field notes & plats
- Locate field points from old survey notes
- Collect data from control points and courthouse briefing

Other items include:

- Investigate ROW from Farnsworth field books, notes & plats
- Brief field crew
- Check field notes
- Analyze data from field

Senior Survey Manager	0.5	HRS	@	\$195.00	\$97.50
Engineering Manager	0.5	HRS	@	\$185.00	\$92.50
Project Land Surveyor	1.5	HRS	@	\$148.00	\$222.00
Lead Technician	18	HRS	@	\$130.00	\$2,340.00
Technician II	6	HRS	@	\$94.00	\$564.00
Field Vehicle	18	HRS	@	\$13.00	\$234.00
GPS (2-Units)	10	HRS	@	\$44.00	\$440.00

Sub-Total =	\$3,990.00
Misc. Direct Costs =	\$10.00
Total =	\$4,000.00

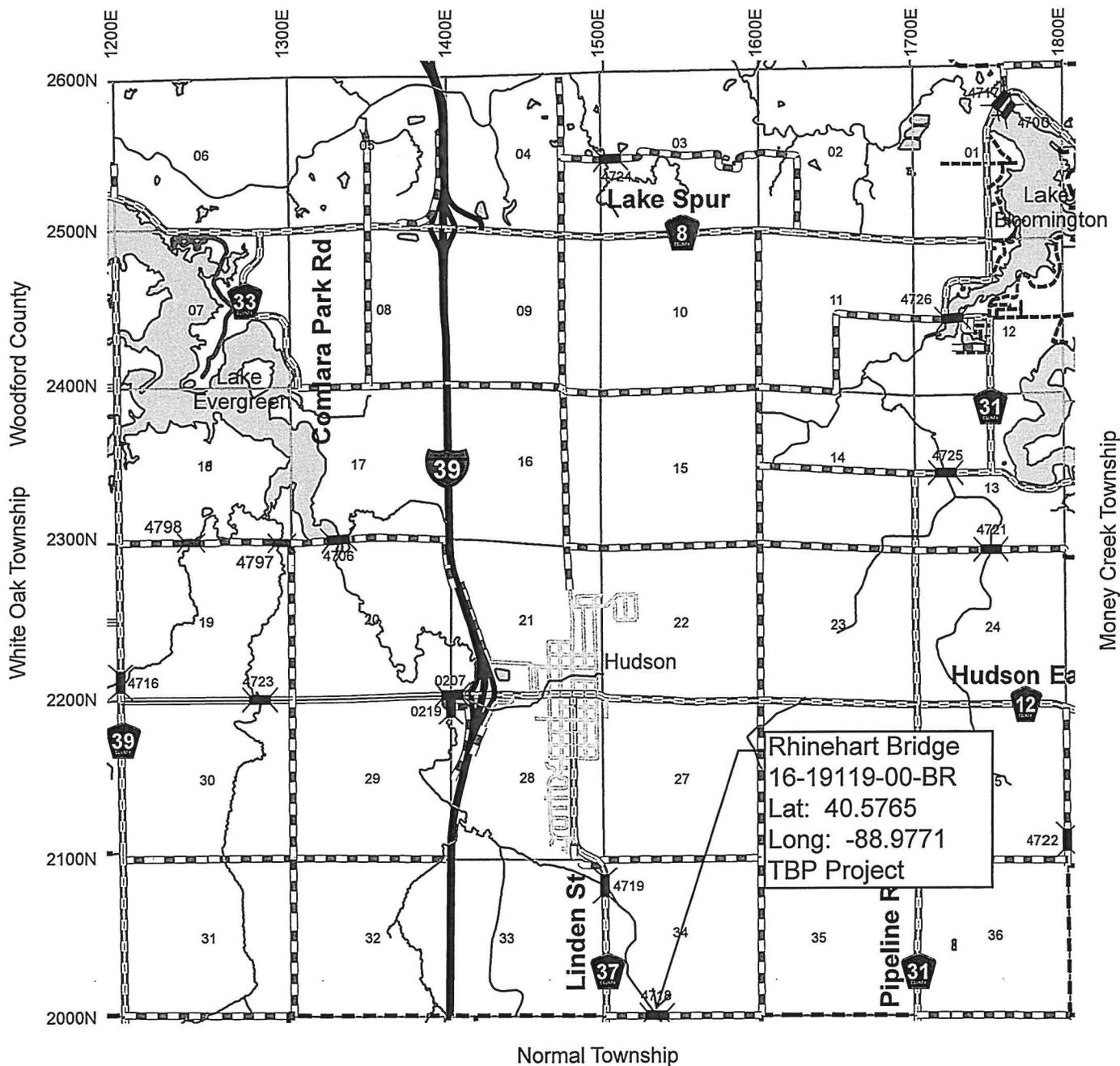
Hudson Township

T25N R2E



1 inch equals 1 mile

Woodford County Gridley Township



Rhinehart Bridge
 16-19119-00-BR
 Lat: 40.5765
 Long: -88.9771
 TBP Project

- | | | | |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges | Dirt, Township | Town of Normal | corp limits final |
| Hotmix - Township | Hotmix - McLean County | Other Town of Village | Sections |
| Oil & Chip - Township | Oil & Chip - McLean County | State | Townships |
| Gravel - Township | City of Bloomington | Private | |
| | Surrounding County | Surrounding Township Road | |



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: December 22, 2016

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

Preliminary Engineering Services Agreement for Motor Fuel Tax Funds with Farnsworth Group, Inc. for Section 16-00113-07-RS, Towanda-Barnes Road

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement for Motor Tax Funds with Farnsworth Group, Inc. for the design of pavement markings and reflective markers for the resurfacing of Towanda-Barnes Road from Route 9 to Fort Jesse.

The cost of the engineering services agreement is \$4,700. A resolution appropriating MFT Funds was passed in November 2016 for the engineering of this project.

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Farnsworth Group, Inc.
Township			Address 2709 McGraw Drive
County McLean			City Bloomington
Section 16-00113-07-RS			State Illinois. 61704

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

Section Description

Name Towanda Barnes Rd. (CH 29) Pavement Marking

Route CH 29 Length ± 2.04 Mi. ± 10,750 FT (Structure No. N/A)

Termini ± 700 FT North of IL Route 9 to Fort Jesse Rd. (1600N Rd.)

Description:
Provide design engineering services to prepare Pavement Marking Plans. See attached exhibit A for additional information.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to the extension of actual hours and chargeable rates, but not exceed \$4,700.00 in accordance with the attached schedule of chargeable rates and Scope of Services.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, ~~90~~ 100 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs based on the attached schedule of chargeable rates * percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus based on the attached schedule of chargeable rates * percent ~~to cover profit, overhead and readiness to serve~~ - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

*See Attached Schedule of Charges

It is Mutually Agreed,

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

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

Executed by the LA:

McLean of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

McLean County Clerk

(Seal)

By _____

Title County Board Chairman

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

ATTEST:

Bloomington, IL 61704

By _____

By _____

Title Principal

Title Engineering Manager

Approved

Date
Department of Transportation

Regional Engineer

Exhibit A

SCOPE OF SERVICES Towanda Barnes Road Pavement Marking Plans IL Route 9 to Fort Jesse Road (1600N Rd.) Section: 16-00113-07-RS Bloomington, IL

These Plans shall be completed and delivered to McLean County 4 weeks from Notice to Proceed.

1. Pavement Marking Plans for Towanda Barnes Road shall include:

- Project limits are approximately 700' North of IL Rte. 9 to approximately Fort Jesse Rd. (1600N Rd.).
- MFT Funding for Design Plans and Construction.
- Use previous plans and GIS as baseline data for existing conditions.
- Update the center median to a two-way left turn lane (TWLTL) with arrows for the entire length of the project.
- Complete Summary of Quantities only; Quantity Schedules are NOT required
- Straight lines are to be Paint; Diagonal lines and Letters and Symbols are to be Thermoplastic.
- Provide for installation of Raised Reflective Pavement Markers.
- Prepare and submit Preliminary Pavement Marking Plans to McLean County for review and comment.
- Address comments from McLean County and finalize Pavement Marking Plans.

Note: **Not included in this Scope of Services** – Preparation of a cover sheet, topographic survey, specifications, any easement or right-of-way plats or descriptions, temporary use permits, any purchase of title commitments, any phase one IHPA historical/archeological Level I Studies, IDNR endangered species Detailed Action Reports, soil and pavement borings or report, Traffic Counts or Analysis, Intersection Design Studies, construction layout or engineering. This work will be done on a time and material basis if requested.

**Towanda Barnes Road Pavement Marking Plans
 IL Route 9 to Fort Jesse Rd (1600 N RD)
 Section: 16-00113-07-RS
 Bloomington, IL**

PRELIMINARY PLANS

Prepare pavement marking plans from +/- 700' North of IL Route 9 to the Intersection at Fort Jesse Rd

Engineering Manager	1 Hrs.	@	\$185.00 /Hr. =	\$185.00	
Technical Manager	3 Hrs.	@	\$183.00 /Hr. =	\$549.00	
Senior Project Engineer	12 Hrs.	@	\$165.00 /Hr. =	\$1,980.00	
Chief Technician	8 Hrs.	@	\$120.00 /Hr. =	\$960.00	
Computer - CADD	8 Hrs.	@	\$15.00 /Hr. =	\$120.00	
Miscellaneous				<u>\$56.00</u>	
					\$3,850.00

FINAL PLANS

Revisions to Preliminary Plans after review by McLean County

Senior Project Engineer	2 Hrs.	@	\$165.00 /Hr. =	\$330.00	
Chief Technician	2 Hrs.	@	\$120.00 /Hr. =	\$240.00	
Computer - CADD	2 Hrs.	@	\$15.00 /Hr. =	\$30.00	
Miscellaneous				<u>\$50.00</u>	
					\$650.00

PROJECT ADMINISTRATION

Billing, Contract, Correspondence

Engineering Manager	1 Hrs.	@	\$185.00 /Hr. =	\$185.00	
Miscellaneous				<u>\$15.00</u>	
					\$200.00

Total Project = \$4,700.00



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 107.00
Engineering Intern II	\$ 118.00
Engineer/Land Surveyor.....	\$ 129.00
Senior Engineer/Senior Land Surveyor.....	\$ 135.00
Project Engineer/Project Land Surveyor	\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 165.00
Engineering Manager/Land Surveying Manager.....	\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 195.00
Principal/Vice President.....	\$ 203.00

Technical Staff	
Technician I	\$ 71.00
Technician II	\$ 94.00
Senior Technician.....	\$ 104.00
Chief Technician.....	\$ 120.00
Designer/Computer Specialist/Lead Technician	\$ 130.00
Senior Designer	\$ 135.00
Project Designer/Project Technician	\$ 143.00
Senior Project Designer/Systems Integration Manager	\$ 162.00
Design Manager/Government Affairs Manager.....	\$ 174.00
Technical Manager	\$ 183.00
Senior Technical Manager.....	\$ 196.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 97.00
Senior Interior Designer/Designer II	\$ 107.00
Architect/Designer III/Project Coordinator	\$ 122.00
Senior Architect/Senior Project Coordinator.....	\$ 129.00
Project Architect/Project Manager.....	\$ 141.00
Senior Project Architect/Senior Project Manager.....	\$ 155.00
Architectural Manager.....	\$ 165.00
Senior Architectural Manager	\$ 174.00
Principal – Architecture.....	\$ 197.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	IRS Rate
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

Date: December 19, 2016
Client: McLean County
Project: 2016 Towanda Barnes Pavement Marking
Section: 16-00113-07-RS

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near IL Route 9 near the southwest corner of the SW 1/4 of Section 32, T 24 N, R 3 E of the 3rd P.M. and extending along said route(s) in a(n) Northerly direction to a point near Fort Jesse Road near the southwest corner of the SW 1/4 of Section 20, T 24 N, R 3 E of the 3rd P.M. a distance of approximately 10,200 feet (1.93 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be hot-mix surface removal, hot-mix level binder and surface course, aggregate shoulders and other construction related items.

and shall be designated as Section 16-00113-07-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and (Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Forty Thousand dollars, (\$40,000)

from the County's allotment of Motor Fuel Tax Funds for the engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

John D. McIntyre (Signature)

John D. McIntyre, Chairman - McLean County Board

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County, at its Regular

meeting held at Bloomington, IL

on November 15, 2016 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County, this 15th day of November A.D. 2016

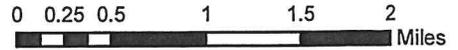
(SEAL)

Kathy Michael County Clerk (Signature)

Approved Agreement of Understanding Regional Engineer Department of Transportation November 15, 2016 Date

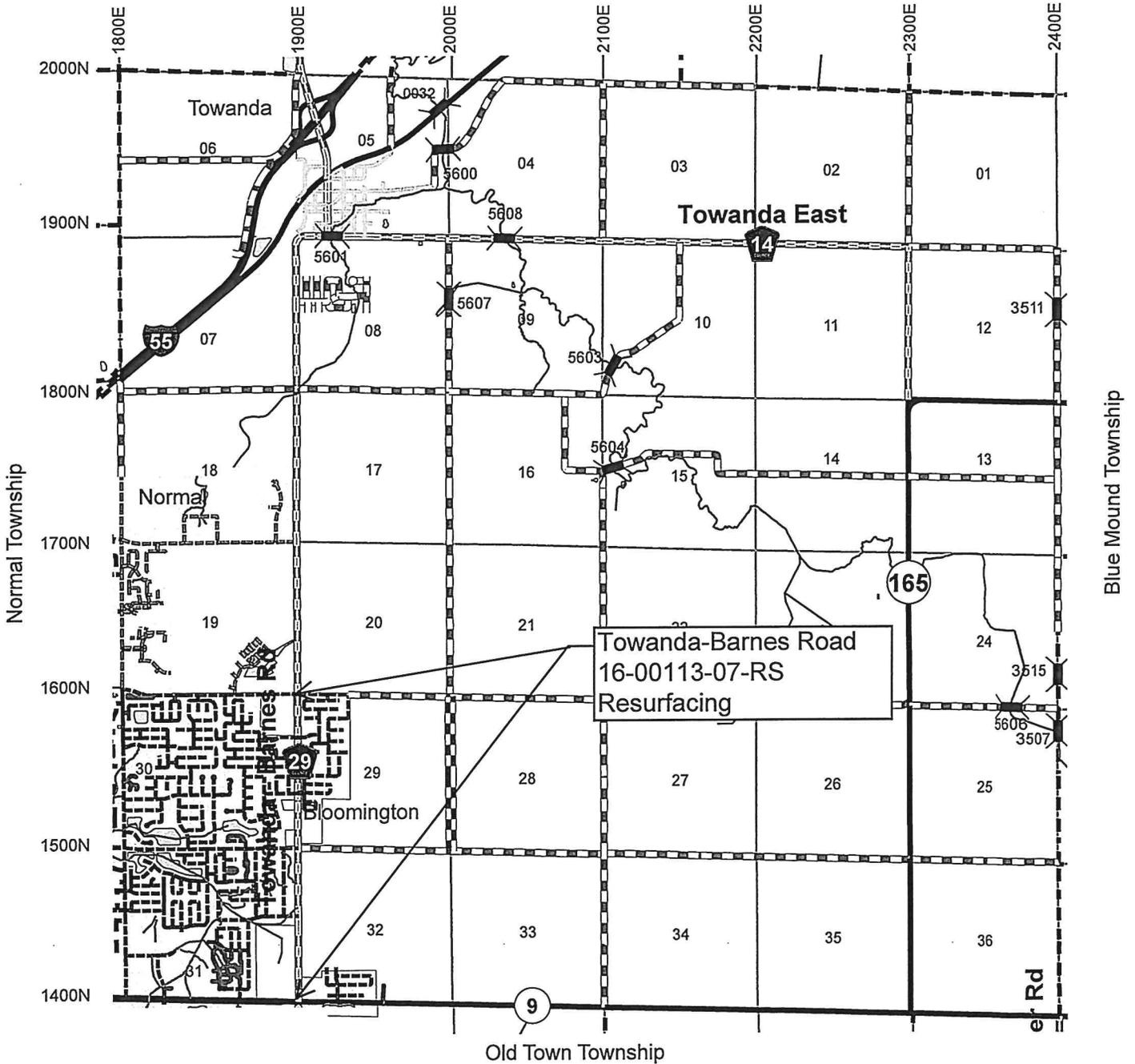
Towanda Township

T24N R3E



1 inch equals 1 mile

Money Creek Township



- | | | | |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges | Dirt, Township | Town of Normal | corp limits final |
| Hotmix - Township | Hotmix - McLean County | Other Town of Village | Sections |
| Oil & Chip - Township | Oil & Chip - McLean County | State | Townships |
| Gravel - Township | City of Bloomington | Private | |
| | Surrounding County | Surrounding Township Road | |

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-16-16

1. REFERENCE:

- a. Meeting date: January 5, 2017
- b. Subdividers' names: David and Tina Ellis
- c. Subdivision name: Lot 49 in the First Addition to Tanglewood Estates Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 19296 Lakewood Drive, Bloomington, IL 61705.
- b. Township: Old Town Township.
- c. Parcel number: 22-29-252-001.
- d. Existing zoning: R-2 Two-Family Residential District.
- e. Applicants' request: To vacate a five-foot strip of the front setback area of Lot 49 in the First Addition to Tanglewood Estates Subdivision. The front setback requirement according to the Zoning Ordinance is 30 feet. The First Addition to Tanglewood Estates Subdivision has a recorded 40-foot front setback; the applicants are building an addition to their residence that will be 35 feet from the front property line and therefore need to vacate a part of the front yard recorded setback in order to build this addition.
- f. Existing land use: Single Family Residence.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 49 is .58 acres in area.
- b. County Health Department: Recommends approval of the setback vacation plat of Lot 49 in the First Addition to Tanglewood Estates Subdivision.
- c. County Highway Department: Recommends approval of the setback vacation plat of Lot 49 in the First Addition to Tanglewood Estates Subdivision.

Staff recommends that the setback vacation plat of Lot 49 in the First Addition to Tanglewood Estates Subdivision should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FRONT SETBACK VACATION PLAT of Lot 49 of the
First Addition to Tanglewood Estates Subdivision - File S-16-16

WHEREAS, David and Tina Ellis have requested to vacate a five-foot strip of the front setback area of Lot 49 in the 1st Addition to Tanglewood Estates Subdivision, file number S-16-16, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, a public hearing on said front setback vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat to vacate a five-foot strip of the front setback area of Lot 49 in the 1st Addition to Tanglewood Estates Subdivision is hereby approved.

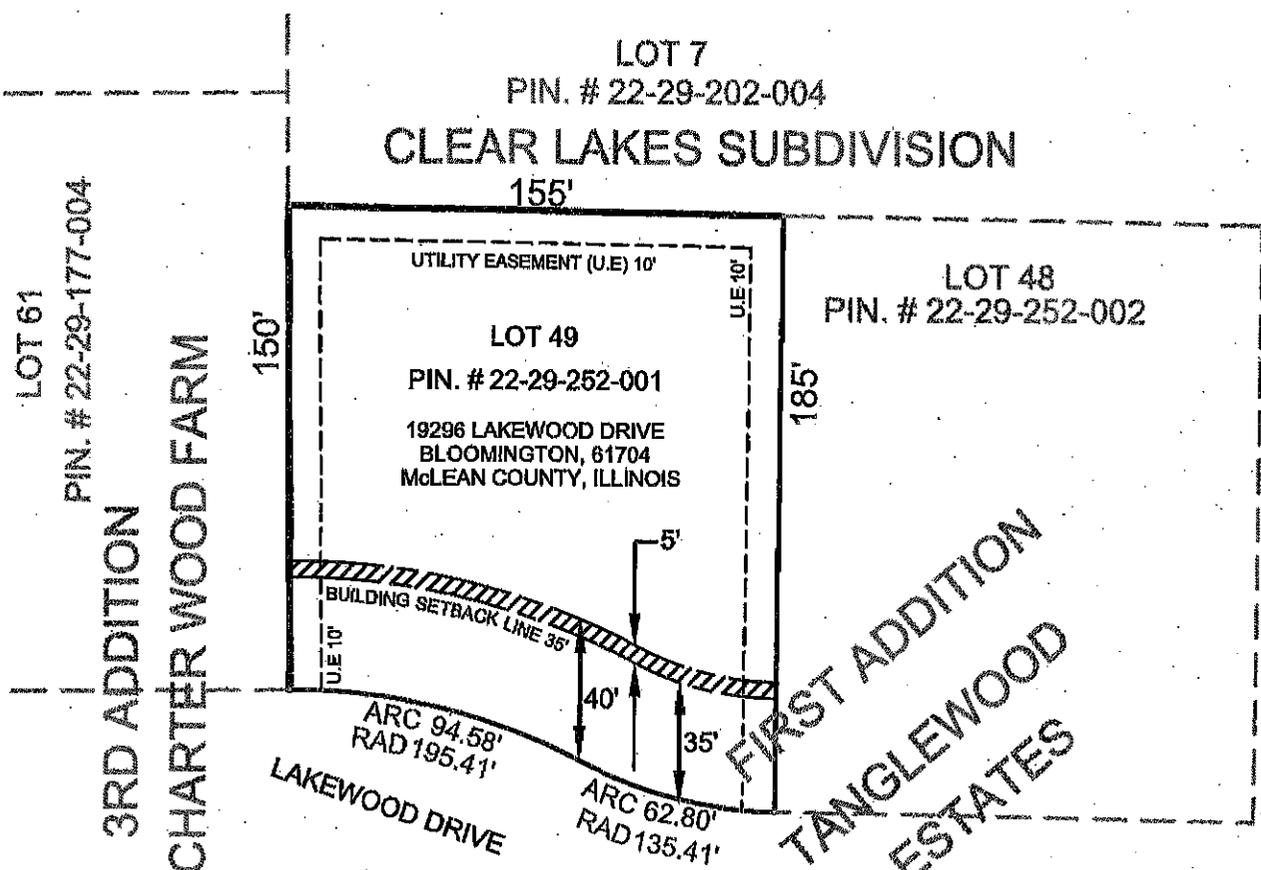
Adopted by the County Board of McLean County, Illinois this 17th day of January, 2017

ATTEST:

APPROVED:

Kathy Michael, County Clerk
McLean County, Illinois

John McIntyre, Chair
McLean County Board



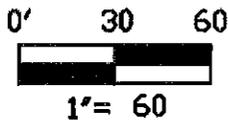
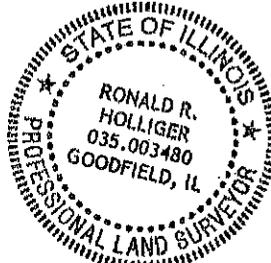
AT THE REQUEST OF DAVID AND TINA ELLIS WE HAVE PREPARED A PLAT OF A PORTION OF A 40-FOOT-WIDE BUILDING SETBACK WHICH IS TO BE VACATED AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 5.00 FEET OF THE SOUTH 40.00 FEET OF LOT 49 IN THE FIRST ADDITION TO TANGLEWOOD ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1976 AS DOCUMENT NUMBER 76-3943, IN McLEAN COUNTY, ILLINOIS.

WE, A.J. DOWIATT, INC., PROFESSIONAL LAND SURVEYORS, DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT SHOWN HEREON IS AN ACCURATE REPRESENTATION OF A PORTION OF A BUILDING SETBACK TO BE VACATED.

DATED THIS 23 DAY OF November 2016.
A.J. DOWIATT, INC.

Ronald R. Holliger
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE RENEWAL NOV 30, 2018



PORTION OF SETBACK AREA TO BE VACATED

TITLE NOTE
THIS OFFICE HAS NOT ABSTRACTED THIS PARCEL OR ANY CLAIMS OF TITLE, EASEMENTS, OR RESTRICTIONS THAT MAY AFFECT THIS PARCEL. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS ARE NOT CERTIFIED HEREON.

A.J. Dowiatt Inc.
Professional Design Firm
License # 184-002928

121 West Center Street
Eureka, Illinois 61530
Phone (309) 467-6014 Fax (309) 467-4042
Email dowlatt@mtao.com

BUILDING SETBACK VACATION PLAT

LOT 49 IN THE FIRST ADDITION TO TANGLEWOOD ESTATES SUBDIVISION
BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE 3RD PM, McLEAN COUNTY, ILLINOIS

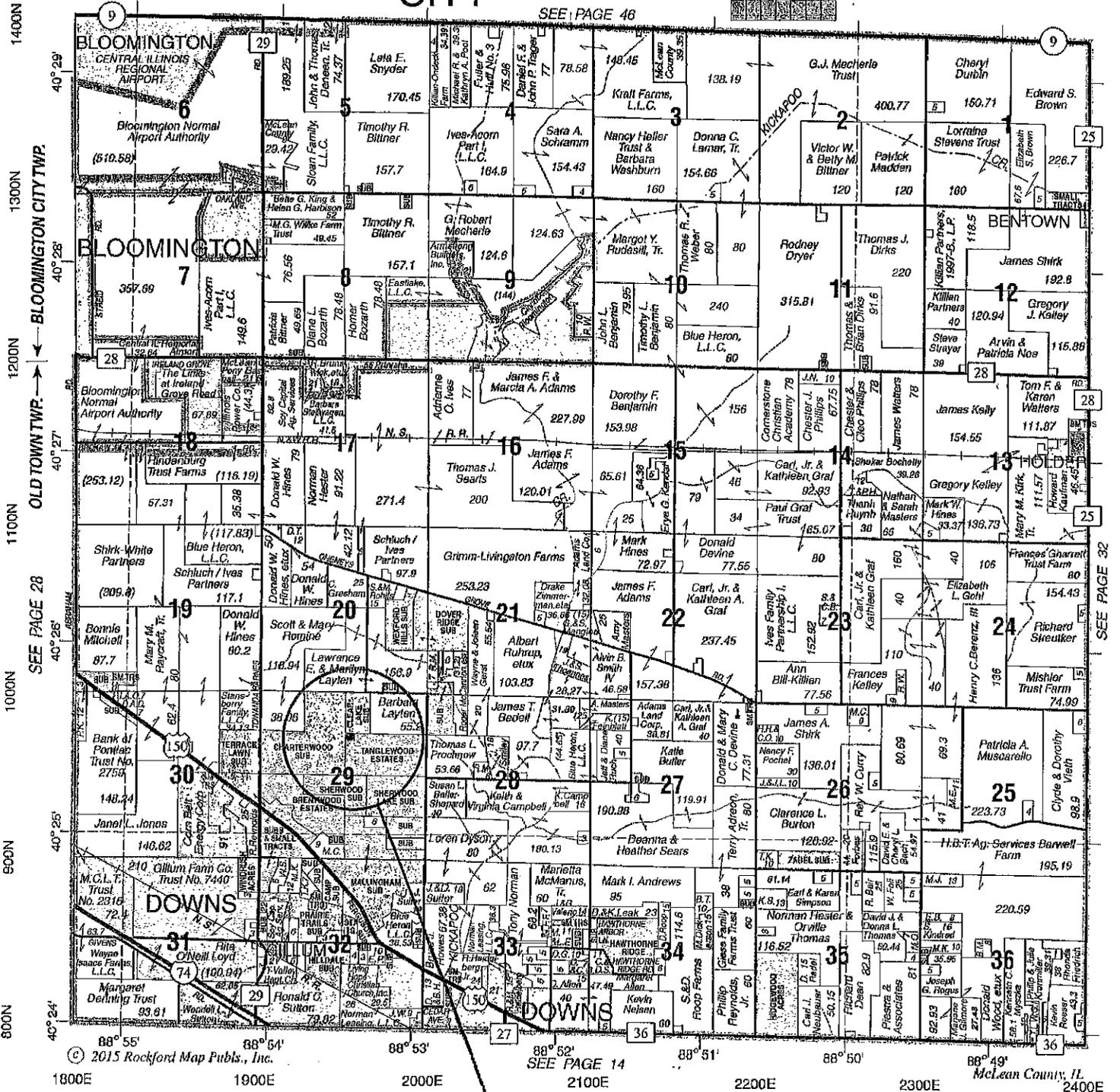
61
FOR DAVID AND TINA ELLIS

Survey	
Drawn	CJV
DESCRIPTION REVIEWED BY	
DRAWING REVIEWED BY	
Date	11-23-2016
Revised	
File #	16-112

OLD TOWN SOUTHEAST PART BLOOMINGTON CITY

T.23N.-R.3E.

SEE PAGE 46



Att. 1 S-16-16
 David and Tina Ellis
 Lot 49 First Addn.
 Tanglewood Estates
 Subdivision

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2016
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

Health Committee

FUND 0135
 DEPT 0077
 PGM 0073

Tort Judgement Fund
 Tort Judgement
 Risk Mgmt/Jail

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0709.0001	Garbage Disposal	771	0620.0001	Operating/Office Supplies	1,250
0832.0001	Purchase Furnishing Office	1,000	0621.0001	Non-major Equip	1,000
0718.0001	Schooling & Conferences	2,101	0701.0001	Advertising/Legal Notice	324
0706.0003	Counseling Services	58,225	0715.0003	Accreditations	71
0715.0002	College & Tuition	300	0751.0001	Medical Director Fee	6,675
			0757.0002	Employee Medical	535
			0773.0001	Non-contractual	2,000
			0790.0004	Equipment Rental	242
			0715.0001	Dues & memberships	300
			0757.0001	Non-employee medical	25,000
			0622.0005	vaccine/prescription/non-pres	25,000
		62,397			62,397

FUND 0112
 DEPT 0061
 PGM 0064

Health Department Fund
 Health Department
 Immunization Program

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0773.0001	Non-contractual	8,000	0622.0005	Vaccine/Prescription/Non-Pres	15,000
0750.0004	Software License Agreement	3,000			
0706.0001	Contract Services	4,000			
		15,000			15,000

FUND 0112
DEPT 0061
PGM 0062

Health Department Fund
Health Department
Personal Health Services

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0750.0004	Software License Agreement	6,500	0832.0001	Purchase Office Equip	1,000
		<u>6,500</u>	0836.0001	Purchase Medical Equip	<u>5,500.00</u>
		<u><u>6,500</u></u>			<u><u>6,500</u></u>

ADOPTED BY THE County Board of McLean County, Illinois
THIS 17th DAY OF January, 2017

ATTEST:

CHAIRMAN, MCLEAN COUNTY BOARD

COUNTY CLERK, MCLEAN COUNTY



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**



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

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

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

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

Date: December 28, 2016

Subj: **Request Approval of CIRBN Fiber Install Plan**

Attached, please find a letter of request from Mr. Mark DeKeersgieter, Executive Director of CIRBN LLC, a drawing, and pictures, requesting permission to run a fiber optic cable into the basement of the 200 West Front Street Building and then up and into their leased office space on the fifth floor.

CIRBN desires to place equipment that will create a redundant path for their network. To do this they plan to use the route described in the attached documents. This equipment will also provide the County with a redundant path between buildings in case of damage to the main line during the construction of the Law & Justice Center Expansion Project.

CIRBN desires that the County consider their request and is also seeking the approval of the request from the Public Building Commission of McLean County, as the owners of the 200 West Front Street Building. All costs of this project will be the responsibility of CIRBN and they will require all contractors to pay prevailing wage. Facilities Management supports their request and seeks your approval to proceed.

Thank you.

Enclosures



December 28, 2016

Mr. Jack Moody
Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5192

Dear Mr. Moody:

As discussed previously, CIRBN, LLC (CIRBN) desires to place a fiber optic cable into the office leased by CIRBN from McLean County at 200 W. Front Street, Suite 500A. This cable is needed for CIRBN to run hot-swap network gear in our office, create a redundant path for CIRBN's network access, and provide service to tenants within the building who are requesting it. As such we are seeking the appropriate approval to install fiber optic cable from the public right-of-way on W. Front Street through an agreed path to 200 W. Front Street, through an existing void (see attached photo) in the exterior wall, continuing through the basement to the Mechanical Equipment Room, through the vertical chase between the Mechanical Equipment Room in the basement to the 5th floor telecommunication's closet, to Suite 500A.

We have been onsite with Custom Underground, to review the path into the building. Custom Underground cannot guarantee the existing void will be the final path, as such, if there is not enough room in the void, they will be drilling a 3/8 - 1/2inch hole in the exterior wall for the cable entry. We have also been onsite with Derek Barker of McLean County's Information Technologies, to review the path inside the building, which follows existing conduit and cabling.

The attached 200 W. Front Street floor plan document has been modified to show the currently planned route. This path has been discussed and reviewed with McLean County Information Technologies and Administration staff.



Assuming project approval, CIRBN will assume responsibility for a clean, professional installation that meets all related codes. We will keep you (or your designee) in the loop, in real-time, as you'll have the final say on the path and installation specifics within 200 W. Front Street.

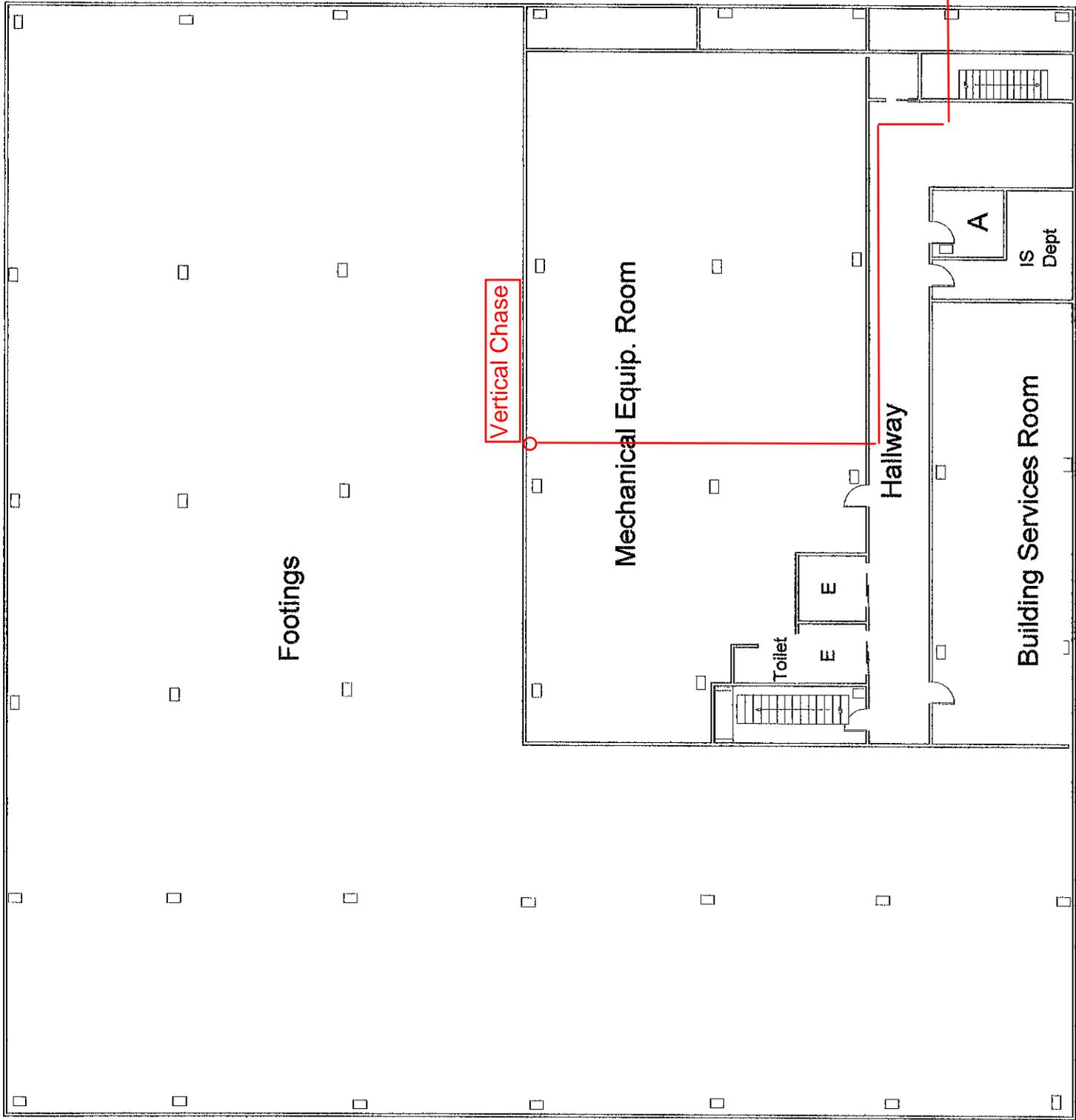
All project costs will be covered by CIRBN, with labor performed at prevailing wage. As part of this project, we will be replacing one square of sidewalk next to the building – photo attached. Additionally, this path could provide McLean County's Law & Justice Center a redundant connection, should the existing network access line into the Law & Justice Center be damaged during the upcoming Jail Expansion Project.

Please let us know if this is enough information for you to be comfortable with the project. You can reach me by phone at (309) 820-7321 or by email at markd@cirbn.org. Thanks so much for your help.

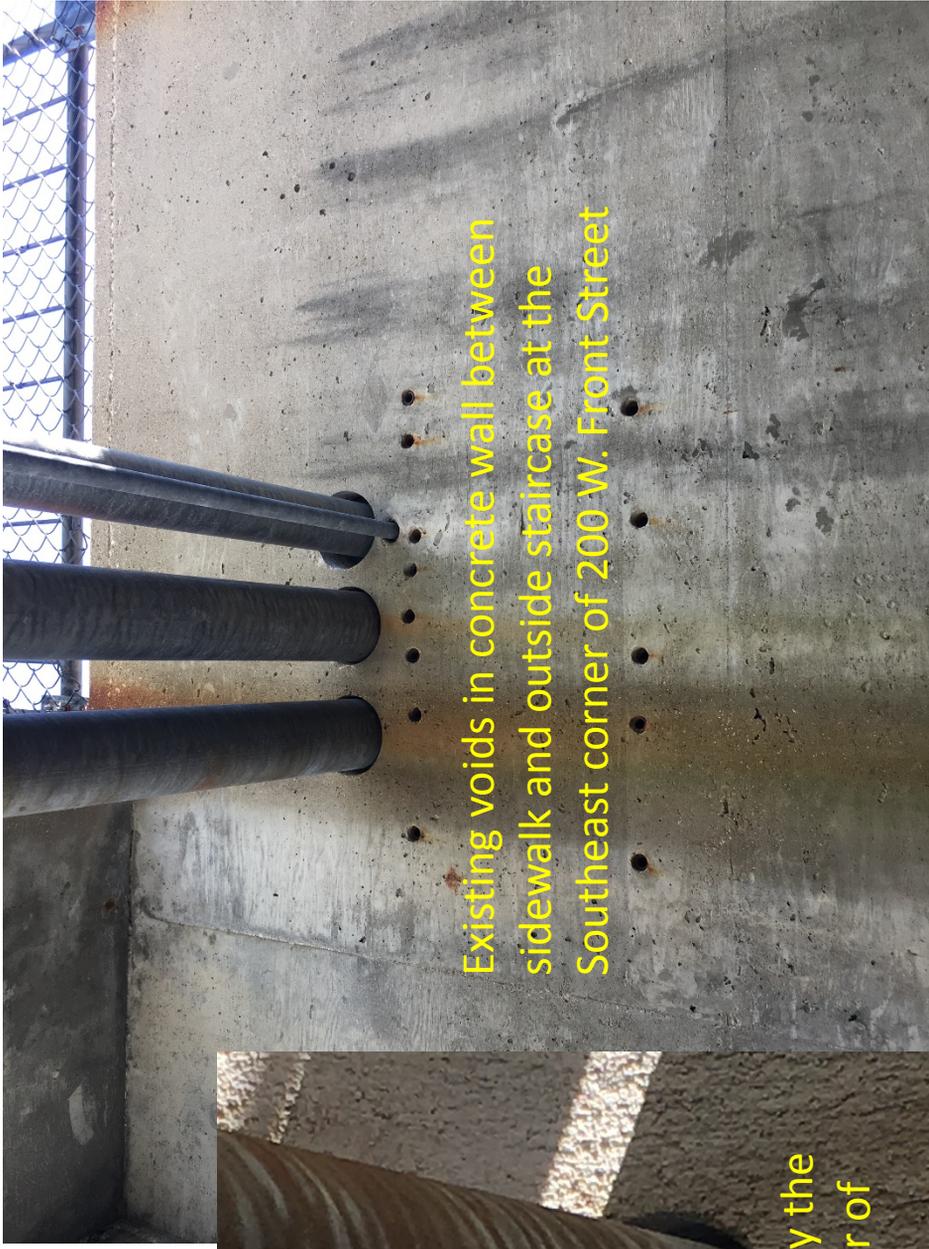
Sincerely,

Mark DeKeersgieter
Executive Director, CIRBN LLC

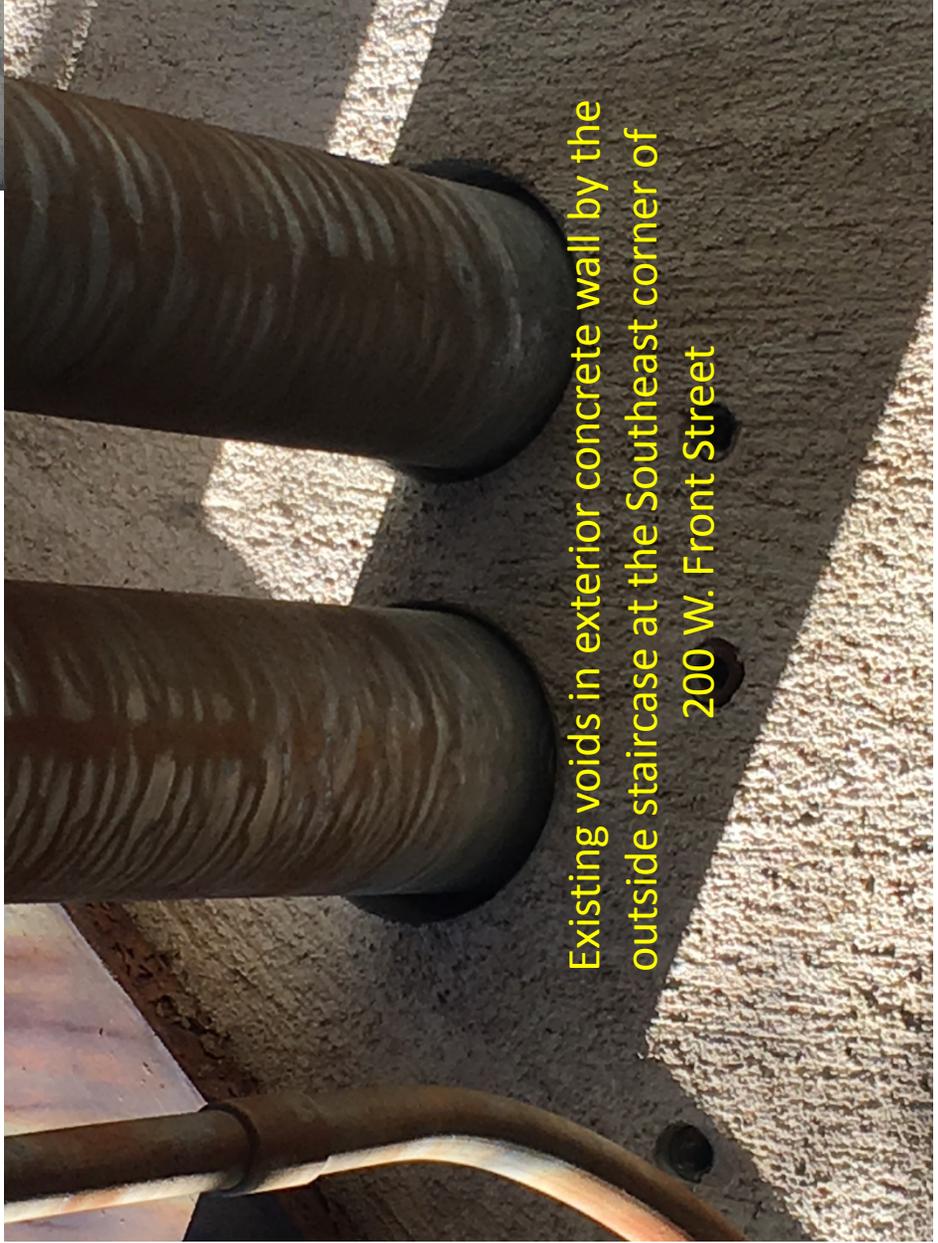




200 W. Front Street Building Basement Plan Revised: 11/13/98 Drwn: J. Moody MCHD6.PL1



Existing voids in concrete wall between sidewalk and outside staircase at the Southeast corner of 200 W. Front Street



Existing voids in exterior concrete wall by the outside staircase at the Southeast corner of 200 W. Front Street





COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400
Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

Memo

To: Honorable Members of the Justice Committee

From: Cassy Taylor

Date: December 27, 2016

Re: Health Department Contract with Court Services

I have attached for your review the contract between McLean County Health Department and the McLean County Court Services Department for the County's Problem Solving Courts. This contract relates to the two agreements presented last month for contract services between Court Services and Chestnut Health Systems and Center for Youth and Family Solutions.

The total services provided in the contract will not exceed \$208,000.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

CONTRACT 55312-17-02

This CONTRACT, is made this 1st day of January, 2017, by and between the MCLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois, hereinafter referred to as “the BOARD”, and the McLean County Board through its department, MCLEAN COUNTY COURT SERVICES, located in the City of Bloomington, Illinois.

WHEREAS, there is a need for evidenced based services seeking to reduce recidivism by providing assessment, case management, substance abuse treatment and group counseling, known as Moral Reconciliation Therapy for offenders served through the McLean County Problem Solving Courts Program administered by McLean County Court Services; and,

WHEREAS, Mclean County Court Services will contract with licensed, certified, credentialed behavioral health providers who are authorized to provide such services; and,

WHEREAS, the BOARD having been appointed by the County Board Chair as the Administrators to oversee certain funds allocated by the County of McLean for behavioral health programs and activities;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period of January 1, 2017 through December 31, 2017 to assure that evidenced based community behavioral health treatment services are provided for participants of McLean County’s Problem Solving Courts.
2. The BOARD agrees to pay for such services in an amount not to exceed TWO HUNDRED EIGHT THOUSAND DOLLARS. (\$208,000.00).
3. Payments for behavioral health services rendered through this CONTRACT will be made in quarterly installments based upon satisfactory completion of contract deliverables as described in Section 9 and in accordance with County procedures in force at that time. Payments will be made within 30 days following submission of satisfactory quarterly reporting.
4. Allocated dollars cannot be used to supplement Illinois Medicaid as identified in the Community Mental Health Services Service Definition and Reimbursement Guide, Section 1 Service Provision 201.2.4, pg. 5. Illinois Department of Healthcare and Family Services (HFS) is responsible for establishing rates for all eligible services in the Illinois Medicaid Program. The HFS established rate is the maximum allowable rate for each eligible service. Reimbursement of a Medicaid service by a public payer in any amount up to the maximum allowable rate published by HFS shall be considered payment in full and cannot be supplemented in any way.

5. The grant is conditioned upon the MCLEAN COUNTY COURT SERVICES cooperating in good faith with the BOARD or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties.

Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the BOARD in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the BOARD.

6. The BOARD will require from MCLEAN COUNTY COURT SERVICES to submit a revised line-item budget as specified in their Calendar Year 2017 application within the electronic health services system by January 31, 2017.
7. The BOARD will require from the grantee to submit a copy of each subcontractor agreement within the electronic health services system by January 31, 2017. Subcontractor agreements must include project deliverables and contracted fees. Approved subcontractors shall adhere to all other provisions of this CONTRACT.

MCLEAN COUNTY COURT SERVICES understands and agrees that this CONTRACT may not be sold, assigned or transferred in any manner, to include an assignment of the MCLEAN COUNTY COURT SERVICES'S rights to receive the payments hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the BOARD shall render this CONTRACT null, void, and of no further effect. If additional subcontractors are needed under this CONTRACT, the MCLEAN COUNTY COURT SERVICES will request approval in writing within 7 days of the use of the subcontractor to fulfill any obligations of this CONTRACT.

8. This grant is conditioned upon the grantee MCLEAN COUNTY COURT SERVICES maintaining a client-centered evaluation system. Such evaluation system shall provide appropriate measures of service objectives and individual client outcomes.

MCLEAN COUNTY COURT SERVICES will maintain all appropriate client records to verify service provision. This shall include clinical and financial intake forms, assessments, treatment plans, referrals, court orders, signed release of information forms, and summaries.

9. MCLEAN COUNTY COURT SERVICES will utilize the McLean County Health Department's electronic health service system to provide the BOARD with required reporting. Required reporting will include the following information:

QUARTERLY

- a. Unduplicated number of clients served by age group; and,
- b. Gender; and,

- c. Ethnicity; and,
 - d. Residence of clients served; and,
 - e. Insurance status; and,
 - f. Number of service units and/or direct service hours provided; and,
 - g. Primary diagnosis; and,
 - h. Narrative detailing progress on program objectives and outcomes of services provided; and,
 - i. Problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the MCLEAN COUNTY COURT SERVICES may feel will be of value to the BOARD; and,
 - j. Minutes from relevant planning boards if applicable; and,
 - k. Quarterly financial report including a statement of activities during the quarter.
10. Quarterly reports and narratives will be due April 17, 2017, July 17, 2017, October 16, 2017 and January 15, 2018. Payments may be withheld if reporting obligations are not met.
 11. At the end of the Contract period, the BOARD will require from the MCLEAN COUNTY COURT SERVICES a year-end report summarizing statistical and program activity along with a program evaluation. Said report shall be provided on or before January 31, 2018.
 12. The MCLEAN COUNTY COURT SERVICES shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the services and obligations of this CONTRACT.

The employees of the MCLEAN COUNTY COURT SERVICES will be compensated by the MCLEAN COUNTY COURT SERVICES directly. The BOARD has no direct supervisory authority over the MCLEAN COUNTY COURT SERVICES personnel relating to hiring or firing, or the manner in which the personnel assess, counsel, or manage offenders, except through this CONTRACT. The MCLEAN COUNTY COURT SERVICES is an independent contractor and its employees do not acquire any employment rights with the BOARD, the County, or the State of Illinois by virtue of this CONTRACT. The MCLEAN COUNTY COURT SERVICES shall be directly responsible for all necessary federal and state taxes, worker's compensation insurance, professional liability insurance, and unemployment insurance as applicable.

13. Periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
14. The MCLEAN COUNTY COURT SERVICES will provide an audited financial report(s) covering the CONTRACT period. Said audit does not need to be separately provided

if said audit is available on MCLEAN COUNTY COURT SERVICES'S website. This audit may cover the entire organization, may be accomplished on the MCLEAN COUNTY COURT SERVICES's fiscal year and shall be submitted no later than 120 days following the close of that fiscal year.

15. The BOARD will require from the MCLEAN COUNTY COURT SERVICES a detailed report(s) covering the CONTRACT period and showing how and where the BOARD funds were spent. This report may be accomplished on the MCLEAN COUNTY COURT SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
16. The MCLEAN COUNTY COURT SERVICES shall recognize and acknowledge the BOARD in all written publications and oral presentations that are related to this CONTRACT.
17. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the MCLEAN COUNTY COURT SERVICES upon thirty (30) days written notice; or
 - b. At the request of the BOARD upon thirty (30) days written notice; or
 - c. Failure of the MCLEAN COUNTY COURT SERVICES to carry out the program services specified in this CONTRACT; or
 - d. Failure of the MCLEAN COUNTY COURT SERVICES to meet reporting deadlines as specified in this CONTRACT; or
 - e. Failure of the BOARD to receive adequate County funding for contractual service; or
 - f. For just cause.
18. The MCLEAN COUNTY COURT SERVICES agrees to retain financial and program records for five (5) years following the expiration date of this CONTRACT. The MCLEAN COUNTY COURT SERVICES shall also maintain, for a minimum of five (5) years after completion of this CONTRACT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this CONTRACT; the CONTRACT and all books, records, and supporting documents related to the CONTRACT shall be available for review and audit, with appropriate authorization.
19. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the BOARD for the recovery of any funds paid by the BOARD under the CONTRACT for which adequate books, records, and supporting documentation are available to support the purported disbursement. Records shall be maintained beyond the five-year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall

be retained until the audit is completed or matters at issue are resolved satisfactorily.

20. The MCLEAN COUNTY COURT SERVICES shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
21. The County of McLean shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the BOARD which provides coverage for the activities of McLean County Court Services.
22. The MCLEAN COUNTY COURT SERVICES shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
23. The BOARD assumes no liability for actions of the MCLEAN COUNTY COURT SERVICES under this CONTRACT, including but not limited to the negligent acts and omissions of MCLEAN COUNTY COURT SERVICES agents, employees and subcontractors in their performance of the MCLEAN COUNTY COURT SERVICES'S duties as described under this CONTRACT. The County of McLean agrees to hold the BOARD harmless from any and all liability, loss, damage, cost or expenses, including attorneys' fees arising from the intentional torts, negligence or breach of contract of the MCLEAN COUNTY COURT SERVICES, with the exception of acts performed in conformance with an explicit written directive of the BOARD.
24. In the event that the MCLEAN COUNTY COURT SERVICES, its parent or related corporate entity, becomes a party to any litigation, investigation, or transaction that may reasonably be considered to have a material impact on the MCLEAN COUNTY COURT SERVICES'S ability to perform under this CONTRACT, the MCLEAN COUNTY COURT SERVICES shall immediately notify the BOARD in writing.
25. 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 or set forth herein are incorporated herein by reference.
26. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other further breach of this CONTRACT or any provision hereof.

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 1st 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

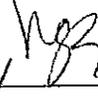
2. Manner of Adoption of Amendment:

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

- 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 ⁸⁶ 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)



McLean County Nursing Home
901 N. Main Street
Normal, Illinois 61761

To: The Honorable Chairman and Members of the Health Committee

From: Cindy Wegner, Nursing Home Administrator

Date: December 27, 2016

Subj: Medical Advisory Committee Agreement

Attached for your review is an updated contract with Advocate Medical Group, due to the retirement of our current committee member, Dr. Uday Deoskar. This contract is to reflect the change in the Medical Advisory Committee Member as Dr. Steven Ingalsbe.

Dr. Ingalsbe has been coming to the facility to see residents for many years and is very familiar with our practices. All other terms of the contract remain the same.

I will be happy to answer any questions the committee may have.

**MEDICAL ADVISORY COMMITTEE AGREEMENT
BETWEEN
MCLEAN COUNTY NURSING HOME
AND
ADVOCATE HEALTH AND HOSPITALS CORPORATION D/B/A
ADVOCATE MEDICAL GROUP**

THIS MEDICAL ADVISORY COMMITTEE AGREEMENT (the "**Agreement**") is made and effective as of the 20th day of October 2016 (the "**Effective Date**"), by and between Advocate Health and Hospitals Corporation, an Illinois nonprofit corporation ("**AHHC**"), d/b/a Advocate Medical Group ("**AMG**") and the County of McLean ("**County**").

WHEREAS, the County owns and operates a long-term care facility located at 901 North Main Street, Normal, Illinois ("**Facility**");

WHEREAS, The County desires to engage the services of a physician to serve as a member of the Facility's Medical Advisory Committee;

WHEREAS, AMG employs Uday Laxman Deoskar, M.D. and Steven Ingalsbe, M.D. who are duly licensed to practice in the State of Illinois and have the background, training, education and experience to provide the medical direction and supervision the Facility requires;

WHEREAS, Uday Laxman Deoskar, M.D. anticipates retiring on or around December 31, 2016 and will provide services to Facility through October 31, 2016; and

WHEREAS Steven Ingalsbe, M.D. will replace Dr. Deoskar as a member of the Facility's Medical Advisory Committee effective November 1, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Appointment of AMG and Physician. The County hereby engages AMG to provide the services of a physician ("**Physician**") to serve as a member of the Medical Advisory Committee ("**Member**"). County and AMG agree that Uday Laxman Deoskar, M.D. shall serve as a Member through October 31, 2016 at which time he will be replaced by Steven Ingalsbe, M.D. effective November 1, 2016.
2. Duties of Member. Member shall provide the services to Facility set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. Reporting Relationship. The Member shall report to the Facility administrator (“*Administrator*”).
4. Qualifications. AMG represents, warrants and covenants that each of the following is true and accurate as of the date of this Agreement and shall remain true throughout the term of this Agreement:
 - (a) Physician is authorized under applicable law to deliver the services required under this Agreement.
 - (b) Physician possesses all unrestricted and unconditional licenses, permits and certifications, including Medicare and Medicaid certification, relating to the practice of medicine.
 - (c) Physician has not been the subject of any proceeding related to an exclusion, suspension or termination of any license, or involuntary restriction, and has not resigned or voluntarily withdrawn an application in anticipation of such proceeding.
 - (d) Physician is not a party to any contract, agreement or obligation that would prevent or hinder Physician from entering into this Agreement or performing services hereunder.
5. Representation of County. County is duly organized and validly existing in good standing under the laws of its state of formation, and has all necessary power to operate the Facility as now being operated, possesses all applicable licenses, permits and certifications and has the capacity to enter into this Agreement and to observe and perform the terms of this Agreement.
6. Joint Representations. County and AMG each warrant and represent to the other that, which each of them covenants on its own behalf is true and accurate as of the date of this Agreement and shall remain true and accurate throughout the term of this Agreement, with respect to any federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the “*Programs*”) that (a) such party; (b) no individual with a direct or indirect ownership or central interest of five percent (5%) or more of such party; and (c) no director, officer, agent or employee of such party, including Physician, is debarred, suspended or excluded from any Programs (including without limitation under 42 U.S.C. 1320a-7).
7. Compensation.
 - (a) County shall pay to AMG, as compensation for the services set forth in Exhibit A, the sum of One Hundred Sixty Dollars (\$160.00) per hour. The Member shall devote a maximum of twelve (12) hours per month, unless otherwise agreed upon by both parties, to his duties as a Member of the

Facility's Medical Advisory Committee. Payments will be made in twelve (12) monthly installments, no later than fifteen (15) business days after AMG delivers to Facility the time records required by Section 15 hereof. County's obligations pursuant to this Section 7(a) shall survive the termination or expiration of this Agreement but only to the extent of payment due for services rendered prior to the termination or expiration of the Agreement. Compensation shall be payable to:

Advocate Medical Group
2311 West 22nd Street
Suite 202
Oak Brook, Illinois 60523
Attention: Finance Department/Jane Santucci

(b) The parties agree that the County will have no responsibility for payment to AMG or to the Member for the services rendered to the residents of the Facility as their physician. AMG will bill residents or appropriate third parties for any and all such services rendered to such residents. Facility shall assist AMG with obtaining billing information for any clinical services rendered to the residents of the Facility who are not an AMG physician patient. AMG's fees charged to private paying residents of the Facility or to residents whose bills are paid by any governmental entity, or other third parties, shall at all times be no more than fees charged by AMG for like services rendered to AMG's patients outside of the Facility.

8. Responsibilities of Facility.

(a) The Facility shall provide office space, staff support and supplies needed for the Member to perform the services herein.

(b) The Facility shall do all things reasonably necessary to support the Member's efforts to perform the duties described in Exhibit A.

(c) The Facility shall assure that the Facility and all clinical programs have appropriate, reasonable, logistical and financial support to enable appropriate quality care to be provided.

(d) The Facility shall receive and consider the Medical Advisory Committee's proposals, suggestions and recommendations, which proposals, suggestions and recommendations shall not be unreasonably rejected, regarding the quality of care at the Facility.

9. Insurance.

(a) County shall, at its expense, cover AMG and Member under County's professional liability insurance, against claims arising out of AMG or Member's

acts and omissions in the performance of services herein. County's insurance will not cover AMG or Member for the provision of clinical services. County's insurance will have minimum limits of liability of One Million Dollars (\$1,000,000) per person per claim and Three Million Dollars (\$3,000,000) annual aggregate. If said insurance is provided on a claims-made basis, County shall be required to maintain the insurance in effect or secure an extended reporting period (tail) for a period of four (4) years. County will give sixty (60) days prior written notice of cancellation, termination or modification of such insurance.

(b) County shall, at its expense, obtain and maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

(c) AMG shall, at its expense, obtain and maintain professional liability insurance covering Physician for the provision of clinical services with minimum limits of liability of One Million Dollars (\$1,000,000) per medical incident and Three Million Dollars (\$3,000,000) annual aggregate. If coverage is provided on a claims-made basis, AMG shall be required to maintain the insurance in effect or secure an extended reporting period (tail) for a period of four (4) years. AMG will give sixty (60) days prior written notice of cancellation, termination or modification of such insurance.

(d) Each party shall provide to the other, as Exhibit B, certificate(s) of insurance evidencing the above coverage and renewals thereof prior to executing this Agreement.

10. Term and Termination.

(a) The initial term of this Agreement shall be for a period of one (1) year commencing on October 20, 2016 and expiring on October 19, 2017 (the "**Initial Term**") unless sooner terminated as set forth herein. **Thereafter, this Agreement shall be automatically extended for two (2) successive one (1) year terms (each a "Renewal Term") unless terminated as hereinafter set forth. The Initial Term and the Renewal Terms are collectively defined as the "Term."**

(b) Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other party. Additionally this Agreement will terminate immediately without notice, upon the termination, revocation or restriction of either party's license or certification to perform its services or upon either party's exclusion from participation in Medicare, Medicaid or any other Federal health care program. This Agreement will terminate immediately upon cancellation of insurance coverage as required by Section 9 of this Agreement.

(c) Additionally, County may terminate this Agreement immediately upon written notice to AMG, upon the occurrence of any of the following:

- (i) any breach of any term of this Agreement by Physician which is not cured within fifteen (15) days of such breach;
- (ii) revocation or suspension of certificate/license of Physician to practice medicine in the State of Illinois;
- (iii) the conviction of Physician of any crime punishable as a felony;
- (iv) gross or culpable professional negligence by Physician, as determined by County;
- (v) professional misconduct of Physician that endangers the health or well being of any resident, as determined by County; or
- (vi) permanent disability (rendering Physician unable to perform this Agreement, in County's reasonable judgment) or death of Physician.

11. Nonexclusive. This Agreement shall not affect the right of AMG and Physician to enter into similar agreements with other nursing facilities or similar types of entities, nor shall this Agreement affect the right of County to enter into similar agreements with other physicians or similar types of professionals or entities. It is expressly understood that the Facility will provide its residents with a list of alternate physicians who are providing services at Facility and each resident and/or his or her legal guardian has free choice in obtaining the services of alternate physicians.

12. Confidentiality.

- (a) Each party shall:
 - (i) Comply with all applicable state and federal laws respecting the confidentiality of proprietary information, medical records, data and other confidential or personal information concerning the medical, personal or business affairs of the parties acquired hereunder or in connection herewith.
 - (ii) Keep confidential all financial, operating, proprietary or business information relating to the parties that is not otherwise public information.
 - (iii) Keep confidential any information, not described above, specified in writing by either party as confidential information.
- (b) Nothing under this Agreement shall preclude Physician from discussing with any patient any relevant information affecting that patient's treatment.

(c) All policies, procedures, manuals or other documents maintained at the Facility or by the Facility are the sole and exclusive property of Facility.

13. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly received under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of AMG, by notifying County, and in the case of County, by notifying AMG:

If to AMG: Advocate Health Care
3075 Highland Parkway, Suite 600
Downers Grove, IL 60515
Attn: President, Advocate Medical Group
Facsimile: (630) 929-9920

With a copy to: Advocate Health Care
3075 Highland Parkway, Suite 600
Downers Grove, IL 60515
Attn: Senior Vice President, General Counsel
Facsimile: (630) 929-9920

If to County: McLean County Nursing Home
901 North Main Street
Normal, Illinois 61761
Attn: Administrator
Facsimile: (309) 454-4594

14. Recording of Time. AMG and Physician agree to follow an acceptable procedure for the maintenance of complete and accurate records of time spent providing services under this Agreement. These records will identify the time spent on services as set forth in Exhibit A. AMG and Physician shall provide these records to Facility no less than monthly.

15. Access to Books and Records. AMG shall retain and make available upon request, for a period of ten (10) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives or successors. If AMG carries out any of its duties under the Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve (12) month period, AMG will cause such subcontract to contain a clause to the effect that until the expiration of ten (10) years after the furnishing of any service pursuant to said subcontract, the related organization will make

available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records, and other data of said related organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement. If such Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

16. Independent Contractors. In the performance of services under this Agreement, it is expressly understood and agreed between the parties that AMG shall at all times act and perform as an independent contractor. Nothing in this Agreement shall be deemed to constitute the parties as joint employers, joint venturers or partners or anything other than independent contractors.

17. Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that AMG may assign this Agreement to another entity which now or in the future is affiliated with Advocate Health Care Network.

18. Amendments and Waivers. This Agreement may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

19. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

20. Jurisdiction. Any and all disputes arising under or related to the Agreement shall be subject exclusively to the jurisdiction of the appropriate state or federal court in the State of Illinois.

21. Change in Law. Upon a change in, or the interpretation of, the Medicare or Medicaid programs or any other federal or state statutes, rules, regulations, principles or interpretations, which renders this Agreement or any of the material terms of this Agreement unlawful or unenforceable, the parties shall initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impact of the change in law in a manner that shall maintain substantially, to the extent permitted by law, the economic and other relationships of the parties pursuant to this Agreement. In the event the parties cannot successfully renegotiate the affected term or terms of this Agreement within thirty (30) days after delivery of written notice by either party requesting such negotiations, the Agreement shall immediately terminate.

22. Business Associate. Parties agree that AMG is a Business Associate of Facility ("***Business Associate***"), and as such, shall comply with the requirements regarding the use and/or disclosure of individually identifiable health information (hereinafter

referred to as “protected health information” (“**PHI**”). The Business Associate shall comply with the requirements regarding PHI as set forth on Exhibit C.

23. Non-Discrimination. In providing the services under this Agreement, the parties shall not discriminate on the basis of race, color, sex, age, religion, national origin, handicap or any other basis pursuant to 42 U.S.C. Section 2000d or the regulations thereto, as may be amended or superseded from time to time.

24. Headings. The captions herein have been inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

25. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same be in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

26. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

28. Third Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

29. Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

30. Survival. The provisions of Sections 9, 12 and 15 of this Agreement shall survive the termination or expiration of this Agreement for any reason.

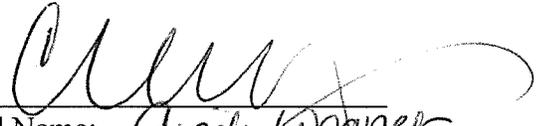
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION D/B/A ADVOCATE
MEDICAL GROUP**

**MCLEAN COUNTY NURSING
HOME**

By: _____
Vincent J. Bufalino, M.D.
President

By: 
Printed Name: Cindi Wegner
Title: Administrator

ADVOCATE HEALTH CARE ASSOCIATE EXECUTION INSTRUCTIONS:

Upon execution, please promptly send a copy via email to the Chief Privacy Officer (laura.merten@advocatehealth.com) or mail to the attention of the Privacy Office at 3075 Highland Parkway, Suite 600, Downers Grove, Illinois 60515.

EXHIBIT A

MEDICAL ADVISORY COMMITTEE MEMBER POSITION DESCRIPTION

As a Member of the Medical Advisory Committee, Physician will provide the Facility with the following services:

1. The Medical Advisory Committee shall meet on a quarterly basis in the performance of its duties under this Agreement.
2. The Physician, if requested, shall serve as a member of the Utilization Review Committee.
3. The Medical Advisory Committee shall provide consultation to the nursing home staff in the following areas:
 - a. Participate in developing procedures for emergency treatment of residents.
 - b. Participate in the development of a system providing a medical care plan for each patient, which covers medications, nursing care, restorative services, diet and other services, and if appropriate, a plan for discharge.
 - c. Develop liaison with attending staff physicians in efforts to ensure effective medical care.
 - d. In the absence of an organized medical staff, assist the Facility in the development of written bylaws and rules and regulations applicable to each physician attending patients in the Facility.
 - e. Participate in developing written policies governing the medical, nursing and related health services provided in the Facility.
 - f. Participate in developing patient admission and discharge policies.
 - g. Participate in an effective long-term care review.
 - h. Be available for consultation related to the development and maintenance of an adequate medical record system.
 - i. Advise the Administrator as to the adequacy of the Facility's patient care services and medical equipment.

EXHIBIT A

MEDICAL ADVISORY COMMITTEE MEMBER POSITION DESCRIPTION (Continued)

- j. Be available for consultation with the Administrator and the Director of Nursing related to evaluating the adequacy of the nursing staff and the Facility to meet the psychosocial, as well as, the medical and physical needs of patients.
 - k. Be available for consultation and participation in in-service training programs.
 - l. Advise the administration on employee health policies.
 - m. Be knowledgeable concerning policies and programs of public health agencies which may affect patient care programs in the Facility.
4. Areas for which the Medical Advisory Committee is not responsible are:
- a. Decisions as to the administrative management of the Facility.
 - b. Employee-employer relations.
 - c. The ordering or checking of medical supplies and drugs.
 - d. Direct professional services to the residents.
5. The Members of the Medical Advisory Committee delegate the execution of resident care policies to the Director of Nursing Services.

EXHIBIT B
CERTIFICATES OF INSURANCE

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the “**Agreement**”) is entered into between McLean County Nursing Home (“**Covered Entity**”), and Advocate Health and Hospitals Corporation d/b/a Advocate Medical Group (“**Business Associate**”), which shall be deemed effective October 20, 2016 (the “**Effective Date**”).

WHEREAS, the U.S. Department of Health and Human Services issued regulations on “Standards for Privacy of Individually Identifiable Health Information” comprising 45 C.F.R. Parts 160 and 164, Subparts A and E (the “**Privacy Standards**”), “Security Standards for the Protection of Electronic Protected Health Information” comprising 45 C.F.R. Parts 160 and 164, Subpart C (the “**Security Standards**”), “Standards for Notification in the Case of Breach of Unsecured Protected Health Information” comprising 45 C.F.R. Parts 160 and 164, Subpart D (the “**Breach Notification Standards**”), and “Rules for Compliance and Investigations, Impositions of Civil Monetary Penalties, and Procedures for Hearings” comprising 45 C.F.R. Part 160, Subparts C, D, and E (“the “**Enforcement Rule**”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), and the Genetic Information and Nondiscrimination Act of 2008 (“**GINA**”) (the Privacy Standards, the Security Standards, the Breach Notification Standards, and the Enforcement Rule are collectively referred to herein as the “**HIPAA Standards**”).

WHEREAS, in conformity with the HIPAA Standards, Business Associate has, and/or will create, receive, maintain, or transmit certain Protected Health Information (“**PHI**”) pursuant to the services provided under the Medical Advisory Committee Agreement effective October 20, 2016 (the “**Service Agreement**”).

WHEREAS, Covered Entity is required by the HIPAA Standards to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their obligations with respect to PHI pursuant to the requirements of the HIPAA Standards.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Section 1. Definitions. Except as otherwise specified herein, capitalized terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.

- (a) **Breach**, as used in Section 2 of this Agreement, means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- (b) **Business Associate**. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

- (c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.
- (d) C.F.R. means the Code of Federal Regulations.
- (e) Data Aggregation shall mean, with respect to Protected Health Information (“PHI” as defined below) created or received by the Business Associate, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (f) Designated Record Set shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
- (g) GINA means the Genetic Information and Nondiscrimination Act of 2008 (P.L. 110-233) and the regulations promulgated thereunder.
- (h) HIPAA means the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) and any successor statutes, rules and regulations, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (i) HITECH Act means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder.
- (j) Individual has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. § 164.502(g).
- (k) Protected Health Information (“PHI”) has the same meaning as the term “protected health information” as defined in 45 C.F.R. § 160.103, which generally includes all Individually Identifiable Health Information regardless of form; limited, however, to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. PHI excludes Individually Identifiable Health Information regarding a person who has been deceased for more than fifty (50) years.

- (l) ePHI means any Protected Health Information that is received, maintained, transmitted or utilized for any purpose in electronic form by Business Associate on behalf of Covered Entity.
- (m) Required by Law has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (n) Secretary means the Secretary of the United States Department of Health and Human Services or his/her designee.
- (o) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (p) Security Standards shall mean Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 160 and Part 164, Subpart C.
- (q) Standard Transaction means a transaction that complies with an applicable standard adopted under 45 C.F.R. Part 162.

Section 2. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures of PHI by Covered Entity in accordance with 45 C.F.R. § 164.522, provided that Covered Entity communicates such limitations to Business Associate.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- (c) Business Associate shall use appropriate safeguards and comply with 45 C.F.R. Part 164, Subpart C with respect to ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- (d) Business Associate agrees to report to Covered Entity within thirty (30) days any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Additionally, Business Associate shall report within thirty (30) days to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify the date, nature, and scope of the Security Incident, Business Associate’s response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
- (e) Business Associate shall notify Covered Entity within thirty (30) days following discovery of any Breach of Unsecured Protected Health Information. Within thirty (30) days, Business Associate shall also provide

such information to Covered Entity as required by the Breach Notification Standards. Business Associate shall cooperate and assist Covered Entity in making the notification to third parties Required by Law in the event of a Breach due to Business Associate.

- (f) Business Associate shall obtain and maintain an agreement with each agent or subcontractor that creates, receives, maintains, or transmits Covered Entity's PHI on behalf of Business Associate. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b), such agent or subcontractor shall agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.
- (g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Standards.
- (h) Upon request of Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, to an Individual in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524. Further, if the PHI that is the subject of a request for access is maintained in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide access to the PHI in the electronic form and format requested, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Business Associate further agrees to make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in order for Covered Entity to comply with 45 C.F.R. § 164.526. If Business Associate provides copies or summaries of PHI to an Individual, it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. § 164.524(c)(4), provided that the fee includes only the cost of labor for copying the PHI requested by the Individual, whether in paper or electronic form, and supplies for creating the paper copy or electronic media if the Individual requests that the electronic copy be provided on portable media.
- (i) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or at the request of the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Standards. In the event Business Associate receives a request from the Secretary, or any agency on behalf of the Secretary, Business Associate shall notify Covered Entity.
- (j) Business Associate agrees to document those disclosures of PHI, and information related to such disclosures, as required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Business Associate further agrees to

provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528, or, if required by the HITECH Act, to provide an Individual an accounting of disclosures of PHI upon request made by the Individual directly to Business Associate.

- (k) In the event that Covered Entity uses or maintains an electronic health record with respect to PHI, Business Associate shall provide an accounting of disclosures of such PHI to an Individual during the three (3) years prior to the date of the request within thirty (30) days after Business Associate's receipt of such a request.
- (l) Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary, as defined by HIPAA Standards and relevant guidance, to accomplish the intended purpose of such use, disclosure or request.
- (m) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.
- (n) If Business Associate agrees to carry out an obligation of Covered Entity under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of 45 C.F.R. Part 164, Subpart E that apply to Covered Entity in the performance of such obligations.
- (o) Except as otherwise permitted by law, Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI without the Individual's authorization.
- (p) Business Associate agrees to notify the Covered Entity within ten (10) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge.

Section 3. Permitted Uses and Disclosures of PHI by Business Associate.

- (a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Service Agreement between the parties, provided that such use or disclosure would not violate the Privacy Standards if done by Covered Entity.
- (b) Specific Use and Disclosure Provisions.
 - (1) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of

Business Associate, or to carry out the legal responsibilities of Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI (i) for the proper management and administration of Business Associate, or (ii) to carry out Business Associate's legal responsibilities if (a) the disclosure is Required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (2) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

Section 4. Term and Termination.

- (a) Term. The provisions of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section, shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to this Agreement and upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement, if feasible; or
 - (2) Immediately terminate this Agreement if cure is not possible, if feasible.
- (c) Effect of Termination.
 - (1) Except as provided in Section 4(c)(2), upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate maintains in any form and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

- (2) In the event that Business Associate reasonably believes that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity prompt notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 5. Notices. Any notices or communications to be given pursuant to this Agreement shall be made to the addresses given below:

If to Business Associate, to:

Advocate Health Care
 3075 Highland Parkway
 Suite 600
 Downers Grove, IL 60515
 Attn: Chief Privacy Officer

If to Covered Entity, to:

McLean County Nursing Home

901 North Main Street

Normal, IL 61761

Attn: Administrator

Section 6. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect.
- (b) Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to ensure the parties comply with the requirements of the HIPAA Standards and any other applicable law or regulation. Any amendment to this Agreement proposed by either party shall not be effective unless mutually agreed to in writing by both parties.
- (c) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Standards. In the event of any inconsistency or conflict between this Agreement and the Service Agreement, the terms and conditions of this Agreement shall govern and control.
- (e) The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in any other agreement between the Covered Entity and the Business Associate, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of

damages provisions shall not be applicable to this Agreement. All other terms of existing agreements between the Covered Entity and the Business Associate remain unchanged and shall be enforced as written.

- (f) No Third Party Beneficiary. Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the same internal laws as that of the Service Agreement.
- (h) No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established by this Agreement, either expressly or by implication, between Covered Entity and Business Associate for purposes of liability under HIPAA or the HITECH Act, or the Privacy, Security or Breach Notification Standards. No terms or conditions in this Agreement shall be construed to make or render Business Associate an agent of Covered Entity.



REHABILITATION SERVICES AGREEMENT: SKILLED NURSING FACILITY

THIS REHABILITATION SERVICES AGREEMENT (“Agreement”) is entered into effective February 1, 2017 (“**Effective Date**”) between Alliance Rehab, Inc. (“**Alliance Rehab**”), a company organized and existing under the laws of the state of Illinois and the County of McLean (“**County**”), a company organized and existing under the laws of the state of Illinois. Each a “**Party**” and together the “**Parties**”.

RECITALS

WHEREAS, County is engaged in the operation of one or more skilled nursing sites for which it requires rehabilitative services in accordance with applicable local, state and federal laws and regulations;

WHEREAS, Alliance Rehab is a qualified and licensed provider of rehabilitation services, including physical therapy, occupational therapy, speech-language pathology services, and related services including, without limitation, training and education programs for County staff and consulting services with respect to establishing and operating rehabilitative services; (collectively, “**Services**”);

WHEREAS, County desires to arrange for the provision of Services to its patients and residents (collectively, the “**Residents**”) from Alliance Rehab under the terms and conditions set forth in this Agreement;

WHEREAS, each site of County that is covered by the Agreement is set forth at Schedule 1; and

WHEREAS, Alliance Rehab desires to contract with the County under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for the reliance of the Parties to the Agreement, County and Alliance Rehab agree as follows:

1. RESPONSIBILITIES OF ALLIANCE REHAB

1.1 General. During the term of this Agreement, Alliance Rehab will:

- (a) Provide the following Services through duly qualified and licensed personnel to Residents of the County skilled nursing site set forth in Schedule 1 in a prompt and timely manner, with the Services to be provided approved by Residents’ attending or consulting physicians and, where applicable, County’s medical staff, in accordance with local, state and federal laws, rules and regulations (“**Applicable Law**”), particularly the provisions of Title XVIII (Medicare) and Title XIX (Medicaid) of the Social Security Act, and the requirements of third-party reimbursement sources that apply to the Services to be performed:
 - (i) Occupational Therapy Evaluations and Treatment;
 - (ii) Physical Therapy Evaluations and Treatment; and
 - (iii) Speech, Language, and Swallowing Evaluations and Treatment.
- (b) Accept physician orders, evaluate and treat Residents in accordance with admission policies established by the County, and implement Services in accordance with the Resident’s plan of care;

- (c) Conduct, as reasonably requested by County and at a time mutually agreed upon by Alliance Rehab and County, programs for in-service education on topics related to Services;
- (d) Attend, as necessary, Medicare meetings and patient care plan meetings;
- (e) Generate invoices in accordance with Section 3.1 and Section 3.2 of this Agreement;
- (f) Assist the County in properly triaging all incoming Residents in an effort to ensure that optimal Services are provided within the established utilization standards of the County and assist County in, among other things, early and ongoing Resident evaluation;
- (g) Provide supervision and control over Services furnished by Alliance Rehab employees and contractors to County's Residents;
- (h) Ensure that Alliance Rehab employees and contractors maintain licensure and certification as required by federal, state and local laws and that they meet third-party payer requirements to provide Services under this Agreement; and
- (i) Conduct criminal background checks, including OIG sanction searches on all therapists servicing the County, and provide evidence of the result of these checks to the County upon request.

1.2 Service Delivery Schedule; Site of Care; Availability of Rehabilitative Services. The availability of Services is to be determined according to a schedule mutually agreed upon between the County and Alliance Rehab in accordance with state and federal regulations and Resident needs. Alliance Rehab will provide Services during the County's regular business hours, up to seven days per week. Alliance Rehab will provide for staffing to perform the Services under this Agreement at the County in accordance with the conditions of this Agreement..

1.3 Consultative Services. Alliance Rehab will provide consultative services to the County and bill those services to the County when:

- (a) Professional therapy services or consultation is provided to Residents who are not on caseload and there is no third-party reimbursement available to pay the cost of the professional consultative services provided;
- (b) Rehabilitative therapy expertise is provided to the County or County staff in the form of activities including, but not limited to, in-service training, development of outpatient therapy programs by County, attendance at administrative, marketing or program development meetings, or attendance at any county requested orientations; and/or
- (c) Clinical judgment is provided relative to specific Residents where documentation or proof of therapy involvement is required.

The above services are collectively referenced in this Agreement as "**Consultative Services.**" If the County wishes an Alliance Rehab Staff member to be involved in County activities that require the staff member's clinical or professional judgment or that requires the staff member to perform an administrative task, the County will be authorizing Consultative Services. In many instances, there is no charge for attending routine meetings, for communicating with County staff to discuss Residents that are on the therapist's caseload, or for communicating with the County staff about the disposition of a Resident who is not on caseload, so long as these

discussions are infrequent and within a reasonable duration. Consultative Services will be charged at an hourly rate specified in Schedule 3.1.

1.4 Documentation. Alliance Rehab will provide:

- (a) Complete and timely records relating to all Services rendered in accordance with County's policies and procedures for documentation of patient care services and for the appropriate billing of third parties in compliance with all federal, state, and local laws, ordinances, regulations and requirements and with third-party payer requirements; and
- (b) Complete and timely records and documentation on monthly invoices for all Consultative Services provided, including a brief description of the Consultation Services, name of the therapist, name of the Resident or staff member with whom consultation took place, if applicable, name of the meeting, name of the in-service provided, and amount of time spent providing Consultative Services.

1.5 Right of Removal. Whenever present at the County, Alliance Rehab will comply and cause its employees and contractors to comply with all County on-site policies and procedures and all reasonable instructions or directions issued by the County, and otherwise conduct themselves in a professional manner. If the County requests, in writing, for Alliance Rehab to remove any of its employees or contractors from the County for any reason not prohibited by law (including, without limitation, lack of competence or conduct that interferes with the County's operations), Alliance Rehab will cause such individual to be removed and replaced at no cost to the County; provided that, Alliance Rehab has had a reasonable amount of time to investigate the request and, if possible, cure any issues with the employee or contractor. The forgoing notwithstanding, Alliance Rehab retains the sole right to hire and terminate its employees or engage and disengage its contractors, and shall be solely responsible for oversight of its employees and contractors and any decision to terminate its employees or disengage its contractors.

2. RESPONSIBILITIES OF COUNTY

2.1. General. During the term of this Agreement, County will:

- (a) Work exclusively with Alliance Rehab for the delivery of all Services required for individual Residents;
- (b) Be responsible for all activities necessary or required for the operation of a licensed County, exercise all duties and responsibilities required under state and federal laws that are not otherwise assumed by Alliance Rehab in accordance with this Agreement, and notwithstanding any other provision in this Agreement, retain overall administrative responsibility for Services provided under this Agreement, including but not limited to:
 - (i) Accepting Residents for treatment in accordance with the County's admission policies;
 - (ii) Securing authorization for treatment and billing of therapy services for all payor sources;
 - (iii) Maintaining clinical records for each Resident which are timely and complete;
 - (iv) Maintaining a liaison with each Resident's attending and consultative physicians;
 - (v) Securing for each Resident an attending physician's order and required certification or re- certification, with signature and date for Services; and

- (vi) Determining for each resident the third-party reimbursement source and coverage, appropriateness, and medical necessity of Services billed or claimed.
- (c) Establish mutually agreed upon hours of operation for providing inpatient and, if applicable, outpatient Services;
- (d) Implement Alliance Rehab's policies and procedures that have been provided by Alliance Rehab to the County, so long as these policies and procedures are consistent with those of the County;
- (e) Schedule Resident Services in a manner mutually agreeable to Alliance Rehab and County;
- (f) Provide Alliance Rehab, its employees, agents and contractors reasonable access to Residents and to any Resident information required for the provision and documentation of Services furnished to County's Residents. County will provide access to information, including the MDS and other Resident assessment information necessary to properly categorize, code, or bill County for Services provided to Residents whose Services are covered under Medicare Part A, Medicare Part B, Private Pay, Managed Care, or any other source of payment;
- (g) Make available to Alliance Rehab adequate administrative support and working and storage space to allow Alliance Rehab to fulfill its obligations under this Agreement, including, but not limited to:
 - (i) Adequate space to support the functions of the rehabilitation department;
 - (ii) Administrative space with wireless internet access (see Section 2.2), access to a long distance telephone, a printer, and access to facsimile;
 - (iii) A computer or computers meeting Alliance Rehab's technical specifications. Unless otherwise agreed by Alliance Rehab, County will provide 1 computer for every 4 therapists working in the therapy department. Alliance Rehab will post current technical specifications at www.symbria.com and will provide County a copy of technical specifications upon request;
 - (iv) Storage for equipment to include a secured (lockable) storage cabinet(s) and filing cabinet(s) as needed to accommodate supplies and ancillary patient documentation;
 - (v) Clinical/medical/administrative supplies reasonably necessary for the performance of Alliance Rehab's obligations under this Agreement. Alliance Rehab has no preferred operating arrangement with any suppliers, but rather relies upon the purchasing power of the County to secure necessary supplies; and
 - (vi) Maintenance and other basic administrative services.

Alliance Rehab believes that the use of County resources (phone, copy, fax, etc.) should be minimal and that the burden of accounting for and allocating these resources would probably cost more than any return. If the County, at any time, believes that therapists are abusing this privilege, the administrator should notify Alliance Rehab corporate and/or the Regional Operations Director.

- (h) Ascertain, with Alliance Rehab's cooperation, the medical necessity of all Services and assume responsibility for the complete, timely, and accurate submission of all bills or claims for Services provided to any Resident or payer unless otherwise stated in this Agreement, including responsibility

for Consolidated Billing in accordance with regulations and procedures required by the Medicare program;

- (i) Consistent with County's medical staff rules and regulations, provide Alliance Rehab with all required physician orders or other approvals required under federal or state law or County policy to authorize Alliance Rehab to provide Services under this Agreement;
- (j) Be responsible for the administration and documentation of Services in accordance with federal and state law and third-party payer requirements;
- (k) Not reproduce or permit the reproduction of Alliance Rehab's documents, policies or procedure manuals and forms, nor circulate any of these materials to any individual or entity, except as needed to ensure proper administration of Services;
- (l) Within five days of receipt, deliver to Alliance Rehab notification of any actual or threatened revocation or suspension of its licenses or certifications or any matters affecting its regulatory status, including, but not limited to, initiation of an investigation or the imposition of any remedy or penalty by a government agency;
- (m) Deliver to Alliance Rehab 30 days advance written notice of the transfer of the County or any site/component thereof which means a change of more than 50 percent of the ownership or voting control of County or any site/component thereof ("**Change of Ownership**"), including the name, address and telephone number of purchaser and any person implementing the Change of Ownership ("**Transfer Agent**") and at closing, cause Transfer Agent, and, if applicable, Escrow Agent, to disburse to Alliance Rehab all amounts owed for Services provided and rendered through the date of Change of Ownership;
- (n) Establish internal quality assurance programs that include systems to identify clinical progress in functioning and incorporate measures related to rehabilitative therapies as part of routine quality assurance and administration practice within the County; and
- (o) Agree to follow-up on issues discovered by Alliance Rehab staff in a timely manner and to seek the input of Alliance Rehab when policies and procedures relating to the use of Services are being developed or revised.

2.2. Wireless Internet Access. County will, at its expense, furnish the therapy room(s) with wireless internet access that is capable of supporting a minimum of one wireless device per Alliance Rehab therapist on premise.

2.3. Equipment. County will furnish, at its expense and as agreed to by the Parties, the therapy equipment necessary for the provision of Services under this Agreement. County will, at its expense, be responsible for ongoing maintenance and repairs to equipment utilized at County, unless the need for such maintenance and repair is due to Alliance Rehab's abuse of the equipment. In the event, that repairs are required as a result of Alliance Rehab's abuse, the expense for maintenance and repairs, to the extent necessitated by the abuse, will be borne by Alliance Rehab.

3. COMPENSATION AND BILLING

3.1. Fee Schedule. County will compensate Alliance Rehab for Services rendered to County Residents in accordance with the schedule of charges attached to this Agreement and incorporated by reference as Schedule 3.1. The schedule of charges stated on Schedule 3.1 will remain in effect throughout the initial one year term of this Agreement. Alliance Rehab will notify County ninety (90) days prior to the expiration of the initial term and any renewal term of any change to the schedule of charges; which notice may be provided via email or fax to the email address/fax number identified in Section 8.5 of this Agreement.

3.2. Invoices. Alliance Rehab will submit to County by the tenth calendar day of each month an invoice for all

Services rendered through the last day of the previous month. Invoices may be provided to County via a secure internet portal maintained by Alliance Rehab. Invoices will state, among other things, the name(s) of the Residents to whom the Services were provided, a description of the services provided, and the total applicable charges, plus any other data that would be recorded in the process of delivering Services and that would be needed by the County. Alliance Rehab will not bill any Resident or any governmental or other third party reimbursement source for Services rendered to Resident pursuant to this Agreement, except as may be required by applicable laws, rules or regulations, or unless otherwise specified by the terms of this Agreement.

3.3. Payment. County will remit payment in full as shown on each invoice within 45 days after the receipt of the invoice. . The forgoing notwithstanding, upon termination of this Agreement, the final invoice will be paid in full within seven days from the receipt of the final invoice. . Except as otherwise provided in this Agreement, County's obligation to compensate Alliance Rehab for Services provided pursuant to this Agreement is absolute and will not be contingent upon payment from any Resident or third-party payer or insurer, including but not limited to Medicare or Medicaid.

3.4. Late Fees. All fees owed to Alliance Rehab by County that are not paid when due will accrue interest at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. If any amount owed to Alliance Rehab is not paid within 45 days of invoice, it will be considered a default entitling Alliance Rehab, at its sole option, to immediately terminate this Agreement.

3.5. Denial of Claims for Services. The Parties acknowledge that it is in the mutual best interest of both Parties to understand the impact of any payment denial and the Parties agree to be mutually supportive of any actions taken.

(a) **Notification.** In the event that a governmental or other third-party reimbursement source notifies County that a claim for service rendered by Alliance Rehab is under review (Additional Documentation Request, pre-pay probe, etc.), County will provide Alliance Rehab with a copy of the notification within 7 business days of the date on the notification. In the event a governmental or other third-party reimbursement source notifies County that a claim for Service rendered by Alliance Rehab will not be paid (the "Denial Notice"), County will provide Alliance Rehab with a copy of the Denial Notice within 7 business days of the date on the notification. A copy of the Denial Notice will be sent to the Alliance Rehab Regional Director for the state in which the County is located and to Alliance Rehab's corporate office at 28100 Torch Parkway, Suite 600, Warrenville, IL 60555: attention the Alliance Rehab Executive Assistant. County will provide Alliance Rehab copies of every notification County receives associated with each step of the denial, appeal, and/or claims review process. In the event County fails to notify Alliance Rehab as required by this Section, Alliance Rehab will be relieved of its responsibilities to indemnify County for the provision of the applicable Services.

(b) **Denial of Payment.** Notwithstanding any other provision in this Agreement, Alliance Rehab will indemnify County for denied claims for Services as set forth in this Section 3.5 if a refusal by a governmental or other third-party reimbursement source to pay County for a Service rendered by Alliance Rehab is due to a finding that: (1) the Service was not medically necessary, (2) did not meet the applicable conditions of coverage, or (3) documentation by Alliance Rehab or did not reflect the need for skilled services, Alliance Rehab will credit the County an amount equal to the amount previously paid to Alliance Rehab or billed to County for the unreimbursed Service within the limits established by this Section and only after the culmination of the appeals process results in an unfavorable final determination by Medicare (or other third-party reimbursement source) regarding the Services in question.

(c) **Limitations.** Alliance Rehab will not be obligated to indemnify County in accordance with the terms and conditions of this Section 3.5 if any of the following are the cause of the denial:

(i) If a governmental or other third-party reimbursement source refuses to pay County for a Service

rendered by Alliance Rehab solely as a result of County error, such as a technical denial;

- (ii) If Medicare refuses to pay County for a Service ordered by a physician or rendered by Alliance Rehab to a Medicare Part A beneficiary based upon the County's independent assessment of the Resident's need for Services without Alliance Rehab's agreement or approval; and
 - (iii) If Medicare refuses to pay County for a Service rendered by Alliance Rehab to a Medicare Part B beneficiary in excess of the applicable Medicare outpatient therapy caps. Alliance Rehab will not bear any financial responsibility for Services provided in excess of Medicare outpatient therapy caps and will, upon reasonable request, provide County with an accounting of charges for Services provided to Medicare Part B beneficiaries who are Residents of the County in an effort to facilitate proper documentation and tracking of Medicare Part B services for Residents.
- (d) **Appeal Rights.** If Alliance Rehab elects to pursue an appeal of a Denial Notice for a Service, County will appoint Alliance Rehab as County's representative and will cooperate with Alliance Rehab regarding the appeal. County will provide Alliance Rehab full access to all medical records, information, and personnel that may be necessary to effectively appeal the Denial Notice.
- (e) **Timing of Reimbursements.** With respect to reimbursement due to County in accordance with this Section 3.5, Alliance Rehab will credit or refund the County as follows: (1) If Alliance Rehab elects not to appeal the Denial Notice, within 30 days of receipt of the Denial Notice, or (2) if a Denial Notice is appealed and the appeal fails, within thirty (30) days following final determination of the denial of the appeal. Alliance Rehab's obligation to reimburse County for any amount related to a Denial Notice is contingent upon: (1) County's providing timely notice to Alliance Rehab of the Denial Notice (and any and all subsequent notices related to the Denial Notice) in accordance with the terms of this Section 3.5 and (2) the County's cooperation with Alliance Rehab in appealing the Denial Notice. Notwithstanding any other provision of this Agreement, if the County elects not to appeal a Denial Notice, Alliance Rehab will not be obligated to indemnify the County in accordance with this Section. This Section 3.5 will apply to all Denial Notices, including those received after termination of this Agreement through the date on which Medicare completes its audit of operations for the fiscal year during which the Services were provided.

4. INSURANCE AND INDEMNIFICATION

4.1. Insurance. County and Alliance Rehab will maintain comprehensive general liability insurance at levels required by law, but not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. County and Alliance Rehab will maintain workers' compensation insurance for all of their staff in amounts required by the laws of the state in which County is located. County and Alliance Rehab will each maintain professional liability insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. All insurance must be placed with commercial insurance companies that possess a minimum of A.M. Best Company rating of A-:VI or higher. Upon request, each Party will provide to the other Party written proof of coverage. County and Alliance Rehab will deliver to the other 30 days prior written notice of any expiration or cancellation of these liability and/or workers' compensation insurance policies. With respect to any insurance coverage required by this Section 4.1, either Party may elect to self-insure pursuant to applicable law or regulation. If any required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months or the maximum time period the Party's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for 36 months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

4.2. Indemnification. Either Party (the "Indemnifying Party") will save and hold the other Party (the "Indemnified Party") and its affiliates, shareholders, officers, directors, agents, employees, servants, or assigns harmless from and against, and will indemnify Indemnified Party and its affiliates, shareholders,

officers, directors, agents, employees, servants, or assigns for, any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of the Indemnifying Party, or any of its agents, subcontractors, employees, or other representatives. If the Indemnified Party is sued in court for damages by reason of any of the acts of the Indemnifying Party, its agents, subcontractors, employees or other representatives referred to in this Section 4.2, the Indemnifying Party will defend said action on behalf of the Indemnified Party.

5. TERM AND TERMINATION

5.1 Term. The initial term of this Agreement is one year beginning on the Effective Date, with options for two one year renewals for a maximum length of 3 years, unless either Alliance Rehab or County delivers to the other written notice of termination no fewer than 90 days prior to the end of the current term.

5.2 Termination Without Cause. Either Party may terminate this Agreement for any reason, except for changes in fees, whatsoever with 90 days prior written notice. County may terminate this Agreement after receiving notice of a change in the Fee Schedule as provided in Section 3.1 within ten days after receipt of such notice.

5.3 Immediate Termination. Any Party may terminate this Agreement immediately if the other Party:

- (a) Makes an assignment for the benefit of creditors or is the subject of a bankruptcy or other proceeding under state or federal law;
- (b) Liquidates or appoints a receiver with respect to its assets;
- (c) Breaches the Warranties described in Article 7; or
- (d) Is excluded from the Medicare/Medicaid programs or any other federal program or convicted of a felony.

Alliance Rehab may terminate this Agreement immediately upon:

- (a) Termination or suspension of County's certification, license, or other approval necessary to render Services;
- (b) County's failure to be timely in paying amounts owed to Alliance Rehab in accordance with Section 3.3 of this Agreement;
- (c) County's Change of Ownership; or
- (d) Determination, in Alliance Rehab's sole discretion, that County fails to satisfy Alliance Rehab's credit requirements.

5.4 Effect of Termination.

- (a) The provisions of this Agreement will survive its termination to the extent necessary to protect the rights and remedies of each Party related to any Services provided prior to the date of termination.
- (b) Termination of this Agreement will not relieve either Party from liability for any breach of this Agreement occurring prior to the effectiveness of the termination.
- (c) Upon termination of this Agreement, Alliance Rehab will take reasonable steps to provide an orderly transition of Services to a new Services provider, including the timely delivery of all information reasonably necessary for the provision of Services at the County.

- (d) For any Services furnished by Alliance Rehab after termination, County will pay on a fee-for-service basis within 7 days of receipt of an invoice and will be in compliance with the provisions set forth in Article 3.

6. CONFIDENTIAL INFORMATION AND RECORDS

- 6.1 Confidential Information.** Each Party will use its best efforts to preserve the confidentiality of all nonpublic financial information, manuals, protocols, marketing and strategic information, client lists, and Resident care and outcomes data (“**Confidential Information**”). Neither Party will use for its own benefit or disclose to third-parties any other Party’s Confidential Information without prior written consent. Upon termination of this Agreement, all Confidential Information and copies of that information will be returned at the request of the disclosing Party. The forgoing notwithstanding, County authorizes Alliance Rehab to identify County in its client lists and advertising and marketing materials as a client of Alliance Rehab.
- 6.2 Resident Records.** Alliance Rehab will maintain medical records relating to Services provided to County Residents in accordance with industry standards, including information required by law, fiscal intermediary, federal governmental agency, or third-party payer. Upon request, County will have access to Service-related clinical documentation and billing records of Alliance Rehab, to support the submission of complete and accurate claims for payment and to enable County and Alliance Rehab to comply with Section 6.4. All information and records obtained in the course of providing Services are subject to confidentiality and disclosure provisions of applicable state and federal laws and regulations.
- 6.3 Access to Resident’s Records.** Alliance Rehab will have reasonable access to information required for the provision or documentation of Services, and copies of Resident medical records may be incorporated into the records owned by Alliance Rehab. County will obtain any consent required for such access to and disclosure of Resident medical records. Residents’ medical records are County’s property and originals of them will be maintained at the County. County agrees, however, that Alliance Rehab, its employees, agents, or contractors may copy portions of the medical record related to Services rendered by the employee, agent, or contractor of Alliance Rehab, provided, however, those records shall be subject to County’s confidentiality and disclosure provisions and applicable state and federal laws. Internal records maintained by Alliance Rehab, but not incorporated into County’s medical records, are Alliance Rehab’s property and will be retained by Alliance Rehab upon termination of this Agreement.
- 6.4 Access to Records by HHS.** For four years after the furnishing of Services under this Agreement hereunder, Alliance Rehab will make available to the Secretary of the Department of Health and Human Services (“**HHS**”) and the Comptroller General, or their duly authorized representatives, this Agreement, any subcontracts, and any similar books, documents, and records that are necessary to certify the nature and extent of costs for Services pursuant to 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq., and any other applicable law or regulation. Any disclosure under this paragraph will not be construed as a waiver of any other legal rights to which Alliance Rehab may be entitled under law or regulations. If Alliance Rehab carries out any of the duties of this Agreement through a subcontract worth \$10,000.00 or more over a 12 month period with a subcontractor or with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to the related organization’s books and records subject to the same contingencies noted above.
- 6.5 HIPAA Compliance.** Alliance Rehab agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 (“**HIPAA**”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the “**Regulations**”). Alliance Rehab will not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “**Protected Health Information**”), other than as permitted by this Agreement and the requirements of HIPAA or the

Regulations. Alliance Rehab will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Alliance Rehab will promptly report to County any use or disclosures, of which Alliance Rehab become aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Alliance Rehab contracts with any agents to whom Alliance Rehab provides Protected Health Information, Alliance Rehab will include provisions in agreements with those agents pursuant to which Alliance Rehab and the agents agree to the same restrictions and conditions that apply to Alliance Rehab with respect to Protected Health Information. Alliance Rehab will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege will be deemed to have been waived by Alliance Rehab by virtue of this Section 6.5.

7. WARRANTIES

7.1 Compliance with Federal Laws.

- (a) **Non-Discrimination.** Each Party will comply with applicable state and federal laws in performing under this Agreement, including but not limited to Title VI of the Civil Rights Act of 1964, and all applicable regulations of HHS regarding discrimination on the grounds of race, age, color, sex, handicap, national origin, religion, disability, or exclusion from participation or denial of benefits under any program or activity provided by any Party.
- (b) **No Referrals.** Nothing in this Agreement requires the referral of any Resident or the purchase of any item or service, or will be construed as an offer or payment of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for Resident referrals or arranging the purchase or lease of any item or service. The Parties acknowledge referrals that result will be based solely on the assessment of each Resident's health care needs and expressed preference and the Communities care plan. All amounts paid hereunder are intended to reflect fair market value for the products rendered, and are not intended to be an inducement or payment for the referral of Residents or for arranging the purchase, lease or order of any item or service.
- (c) **Material Violation.** If Alliance Rehab or County receives a legal opinion ("**Opinion**") from a nationally recognized healthcare counsel to the effect that it is more likely than not that any provision of this Agreement constitutes a Material Violation (as defined later in this section) of any applicable statute, regulation, rule, or procedure in effect or to become effective as of a certain date (collectively, "**Applicable Law**"), or if either Alliance Rehab or County receives notice (a "**Notice**") from any governmental agency or court to the effect that any provision of this Agreement may be a Material Violation of Applicable Law, then: (i) Alliance Rehab or County, as applicable, will provide such Opinion or Notice to the other Party; and (ii) the Parties will attempt in good faith to amend this Agreement as necessary to bring such Agreement into compliance with Applicable Law. The term "**Material Violation**" will mean violation of Applicable Law that could have the effect of subjecting either Party to civil penalties or criminal prosecution. If, within 30 days of providing written notice of any Material Violation the Parties have not mutually agreed upon and made amendments or alterations to this Agreement to bring the Agreement into compliance with Applicable Law, or alternatively, if such amendments or alterations are not feasible, then the Parties will negotiate in good faith the termination of the Agreement. The foregoing will not affect any right of Alliance Rehab or County to otherwise terminate the Agreement with or without cause. All opinions of counsel presented by the noticing Party under this Agreement, and any corresponding opinions given by the other Party in response, will be deemed confidential and given solely for purposes of renegotiations and settlement of potential dispute and will not be deemed disclosed so as to waive any privileges otherwise applicable to said opinions.

7.2 Exclusion from Federal Health Care Programs. Each Party hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care

program, including Medicare and Medicaid. This representation includes all employees of each respective Party. Each Party agrees to immediately notify the other Party of any threatened, proposed or actual exclusion of the Party from any federally funded health care program, including Medicare and Medicaid. In the event that a Party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that a Party is in breach of this requirement, this Agreement will, as of the effective date of such exclusion or breach, automatically terminate. In the event that a Party's employee is excluded from participation in any federally funded health care programs, including Medicare and Medicaid, while then an employee of the Party, the other Party may terminate this Agreement upon 30 days' prior written notice if the Party employing the excluded person does not terminate the employment of that employee within 10 days after learning of the exclusion.

7.3 Professional Licensure and Qualifications. Alliance Rehab warrants that all rehabilitation professionals rendering Services to the County's Residents have and will have all qualifications, licenses, and certifications required under federal, state, and local laws, and third-party reimbursement source requirements to provide Services under this Agreement, and upon request, will provide copies of those professional licenses and certifications to County. County warrants that it has all state and federal licenses, registrations, and certifications necessary to provide Services to Residents in accordance with this Agreement and shall provide copies of those licenses, registrations, and certificates to Alliance Rehab upon reasonable request.

8. GENERAL PROVISIONS

- 8.1 Independent Contractors.** Each Party is acting as an independent contractor and personnel employed by either Party are not employees of the other Party. County is not a partner of or joint venturer with the Alliance Rehab. No Party has the authority to act for the other Party except as provided in this Agreement.
- 8.2 Non-Exclusivity.** Nothing contained in this Agreement will prevent a Party hereto from participating in or contracting with any other skilled facility, health care organization, or any insurance program, notwithstanding that the County will maintain an exclusive arrangement with Alliance Rehab for the provision of Services.
- 8.3 Non-Solicitation.** During the term of this Agreement and for a period of one year after termination, for whatever reason, County agrees that it will not, directly or indirectly, employ or contract with, nor permit a third party that contracts with County after Alliance Rehab to employ or contract with, any Alliance Rehab employee, agent or contractor who has provided Services to Residents of the County, on behalf of Alliance Rehab, within the previous 12 month period to perform the Services at the County. County will, for a period of one year following the termination of this Agreement, notify any third party that it contracts with to provide Services of the existence of this Non-Solicitation provision. County further agrees that County's breach of this provision will cause irreparable damage to Alliance Rehab and that Alliance Rehab may, notwithstanding any provision of this Agreement to the contrary, in addition to other remedies available at law or in equity, seek an injunction to enforce this provision.
- 8.4 Governing Law.** This Agreement will be governed by construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.

8.5 Notices. Any notice provided under this Agreement will be in writing, effective as of the date of hand delivery, fax, or date of delivery by the U.S. Postal Service by certified or registered mail, postage prepaid, return receipt requested, and addressed to the recipient at the address identified below. Any Party may change its notice address from time to time by written notice to the other Parties.

COUNTY: <u>McLean County Nursing Home</u> <u>901 N. Main Street</u> <u>Normal, IL 61761</u> Attn: _____ Email: _____ Fax: _____	ALLIANCE REHAB: Alliance Rehab, Inc. 28100 Torch Parkway, Suite 600 Warrenville, IL 60555 Attn: President
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8.6 Severability/Waiver. If any portion of this Agreement will be invalid or unenforceable, such portion will be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portions will remain in full force and effect. A waiver of any breach of or failure to assert any right under this Agreement will not be construed to be a continuing waiver for a similar breach or right.

8.7 Amendments. Unless otherwise noted in this Agreement, this Agreement may be amended or modified only in writing signed by the Parties to be bound.

8.8 Entire Agreement. This Agreement contains the complete and entire agreement with respect to the subject matter addressed, supersedes any prior oral or written agreements or negotiations.

8.9 Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and do not purport to, nor will they be deemed to define, limit or extend the scope or intent of the respective clauses

IN WITNESS WHEREOF, County and Alliance Rehab have signed this Agreement effective as of the first date written above.

COUNTY	ALLIANCE REHAB, INC.
Signature: _____	Signature: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1

COMMUNITIES COVERED BY AGREEMENT

Effective Date February 1, 2017

- McLean County Nursing Home
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____



**SCHEDULE 3.1
FEE SCHEDULE**

McLean County Nursing Home

Effective February 1, 2017

1. MEDICARE PART A SERVICES AND RUGGED MANAGED CARE:

1.1 Per-diem rates based on a per-minute rate of \$0.97.

Rehab Ultra High	Rehab Very High	Rehab High	Rehab Medium	Rehab Low
\$99.77	\$69.29	\$45.04	\$20.79	\$6.24

1.2 The per-diem rate billed by Alliance Rehab for each day will be based on the Rehab RUG Level above.

1.3 For any day on which therapy is provided to a Part A patient but a Rehab Rug Level is not billed by the Skilled Nursing County, Alliance Rehab will bill the contracted rate of \$0.97 per minute for each minute of therapy services provided to the resident on that day. The RMX/RML categories will be billed at the \$0.97 per-minute rate.

2. MEDICARE PART B/NON-SKILLED MANAGED CARE SERVICES/MEDICAID:

2.1 70% of the Medicare Fee Screen (Part B/Non-skilled managed care services)

2.2 68% of the Medicare Fee Screen (Medicaid only)

3. SKILLED MANAGED CARE/PRIVATE/OTHER:

3.1. Evaluation and treatment based on a per minute rate of \$0.97.

4. CONSULTING SERVICES:

4.1. Consulting Services will be provided to the County at a rate of \$60.00 per hour according to the guidelines in Section 1.3 of the Agreement.



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 17th day of January, 2017.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board
McLean County

John D. McIntyre, Chairman
McLean County Board

**BLOOMINGTON - NORMAL AIRPORT AUTHORITY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MONDAY, NOVEMBER 14, 2016
4:30 PM**

I. CALL TO ORDER

Chairman Colee thanked the Board for their flexibility and rescheduling the November meeting. Chairman Colee called the meeting to order at 4:30 p.m. Commissioners Kannaday, Whisman, Denault and Sender were present. Commissioner Allen and Commissioner Hanson were absent. A quorum was acknowledged.

II. PUBLIC COMMENTS

Doug Reeves was present to update the Board on the events/happenings at the Museum. 2016 was a very successful year for the Museum. They had 6 open cockpit days, over 4,000 visitors to the Museum and a new highway sign, dedicated to Ryan Chamberlain of the Blue Angels, has been posted on Route 9 and on Veteran's Parkway on the west-side of town. The sign will be up for 3 years. The Museum has added 2 new displays to their collection, including a jet engine that came out of an F-14 and a J-3 Piper Cub. The property taxes for the Museum went up over 840%. They are petitioning to appeal the increased assessed value of the property.

III. APPROVAL OF OCTOBER BOARD MEETING MINUTES

Commissioner Denault made a motion to approve the October board meeting minutes. The motion was seconded by Commissioner Whisman and upon a unanimous vote, the motion carried.

IV. OLD BUSINESS

V. COMMITTEE REPORTS

- A. Audit/Finance Committee – No reason to meet. No report.
- B. General Aviation Committee – No reason to meet. No report.
- C. Personnel Committee – The Committee met prior to the board meeting to discuss the vision and dental insurance renewal. They will bring the recommendation to the full board at the December meeting.
- D. Public Policy Committee – No report.

VI. NEW BUSINESS

- A. **Approval of October Financial Statements** - Diane Andes Finney reported that the Authority's total net position increased \$422,000 for the month of October. It was reported that half way through the fiscal year General Fund revenues are slightly ahead of budget and operating expenses continue to be quite a bit under budget. Creating a positive bottom line for this fund of \$164,000, which is \$127,000 ahead of budget. This again places the Authority in a good financial position entering into the more expensive winter operating months. The Hangar Fund is showing a smaller monthly loss, approximately \$14,000, stemming from the additional \$10,000 in unbudgeted pavement repairs. Staff is confident the Hangar Fund will finish the year in a positive position. The Capital Fund is still waiting for the TSA reimbursement relating to the baggage screening project. At this time Staff anticipates receiving the next set of funds, approximately \$300,000, within the coming weeks. PFC revenues are doing well with an 8.4% increase over last year. Both tenants with repayment agreements have made their payments and are on schedule to complete their commitments by the end of the calendar year. Diane also shared that she and Carl have been working on some benchmark statics that they will share with the Board.

Commissioner Kannaday made a motion to approve the October Financial Statements. The motion was seconded by Commissioner Whisman and upon a unanimous vote, the motion carried.

- B. **Authorize Award of Airport Authority Insurance Agreements** - Erik Egeland, the Airport Authority's insurance broker from Arthur J. Gallagher was present to review the Airport's property/casualty insurance. Erik shared that the bottom line premium is up just over \$400. He noted that last year the Authority moved the Airport's liability insurance to QBE for a 3 year guaranteed rate, regardless of loss experience. Erik marketed the worker's compensation insurance this year to find that AIG is still the best premium. Their renewal premium is up slightly due to an increase in salaries and a slight adjustment in the rate modification. The auto policy is down slightly because there are 2 less vehicles to insure this year.

Commissioner Sender made a motion to authorize the renewal of the Airport's Insurance Agreements to the incumbents (General Liability - QBE, Worker's Compensation - AIG, Commercial Auto and Property/Inland Marine - New Hampshire Insurance Co. and Public Officials - Darwin National Assurance Co.) at a total cost not to exceed \$166,916. The motion was seconded by Commissioner Denault and upon a unanimous vote, the motion carried.

- C. **Authorize Award for the Replacement of Terminal Carpeting** - Airport Staff has been interested in replacing the worn carpeting on the public side of the terminal building. After encountering some delays driven by the recently completed baggage screening project and revisions to FAA grant eligibility standards, Staff has been able to move forward with identifying available funds and securing competitive price quotes.

After soliciting four providers, the Airport Authority received two bids for the removal/replacement of the existing carpeting in the two areas in front of the airline ticket counters and the baggage claim area, as well as to remove/replace the 'walk-off' carpet materials in each of the three public entry vestibules.

One of the bids was received from Carpet Weavers Commercial in Bloomington for the total price of \$92,410. The second bid was received from Cushing's Commercial Carpet in Bloomington for a total price of \$73,725. Both price quotes include removal/disposal of the old carpet and installation of the new materials. Additionally, both firms proposed carpet materials manufactured by and similar to what is currently in place. The anticipated time line would be a January/February install, during the day, since these are the slower 2 months for airline passengers.

Commissioner Denault made a motion to award the replacement of terminal carpeting to Cushing's Commercial Carpet for a not to exceed price of \$73,725 for the area in front of the airline ticket counters, the area in front of baggage claim and the walk/off carpeting in the 3 entrance vestibules. The motion was seconded by Commissioner Kannaday and upon a unanimous vote, the motion carried.

- D. **Approve Revision to Transportation Improvement Program for 2017-2022** - After reviewing the current project schedule, the airport master plan, and evaluating possible changed conditions/available funding, Airport Staff recently met with FAA and IDA staff to review proposed revisions to the six-year TIPs program. Similar to past programs, the projects contained in the proposal are rooted in the Airport Authority's planning documents and structured to maximize federal and state funding. Again this year, except for updating estimated project costs and project implementation schedules, the projects remain substantially similar to the currently approved program.

A review of the program revealed a continued emphasis on airfield and public side pavement refurbishment/construction. Additionally, following the proposed purchase of airfield snow removal equipment in 2020, the Airport Authority's inventory of airfield winter equipment will be brought current.

Commissioner Whisman made a motion to approve the revision to the Transportation Improvement Program for 2017 - 2022 as presented. The motion was seconded by Commissioner Sender and upon a unanimous vote, the motion carried.

VII. STAFF REPORTS

- A. **Executive Director's Report** - Carl reintroduced Airport Operations Supervisors' Mr. Javier Centeno and Ms. Cindy Howland. Cindy and Javier have stepped up and accepted additional responsibilities following Adam Baxmeyer's departure. Cindy is running point/managing the TSA approved security program and Javier is running point/managing FAA compliance. They are doing a great job and Carl thanked them for all their work. The FAA annual certification inspection will be in December. Carl reported that the Deputy Director of Operations and Facilities position was advertised and there has been a good response. Staff is in the process of creating a short list and looking to start scheduling interviews in the very near future.

Carl reported that October was a very strong month with a monthly year over year enplanement increase of more than 18%, bringing the year to date total up to 1% over last year. While Allegiant remained strong, both American and Delta experienced substantial increases in traffic last month.

The State of Illinois has not awarded the runway pavement rehab project contract yet. At this point, it appears this agreement won't be awarded this year. Staff will continue pressing the State to award the contract with an eye toward beginning the construction phase as soon as possible in the spring.

Carl also reported the fuel farm project has experienced a problem related to one of the new storage tanks delivered this past week. Over the weekend it was discovered the interior of a tank had sustained what appears to be a bulge, likely caused by concrete settling inside the interstitial space between the two walls of the tank. As a result, the Airport Authority declined to accept this tank; opting instead for a replacement tank to be manufactured with an expected delivery date by the first of January. Staff will be meeting with Synergy later in the week to discuss a revised timeline for the project and how to successfully work around this delay.

The latest redline version of the agreements with the City of Bloomington have been sent to the City's attorney. Staff is awaiting feedback.

The farmer is done in the fields. Dr. Armstrong will be at the December meeting to give a full report.

- B. Deputy Director of Marketing** – Fran Strebing reported to the Board that the Memorandum of Understanding with ISU's SMACC Center has been signed and returned to the Airport. A kickoff meeting will be held the week after Thanksgiving.

A contract has been signed with Quadrex Aviation for the survey kiosk in the terminal building. Staff has asked for the kiosk to have printer capability in order to print coupons as a way of incentivizing passengers to participate. As a part of this, Fran has also been working with Tailwind who has been eager to partner with the Airport Authority by providing a coupon offer for the kiosk.

The website project continues to make progress and remains on schedule. The Quotient Group was on site for a few days in October to gather photographs and work with staff. A lot of research has been done in regards to booking tools on the new website. It has been decided that since not all the airlines participate in a booking tool, that one will not be on the site. The focus will be on how to reach each airline the most efficiently. There will be a lot of new information on the website, including but not limited to; badging forms, hangar information, Title VI information, as well as the required information on Board meetings, Open Meetings Act and Freedom of Information. There will also be additional flight tracking tools on the new website. A launch campaign will be held with some kind of social media contest. The project is still on schedule with a December 16 "go-live" date.

Fran attended the Boyd Conference in September and shared with the Board the highlights of that event. It was a lot of what has already been said before; airlines are re-fleeting, the legacy carriers are focusing on globalization, especially the China market. The airlines are focusing on the high end passenger and what amenities can be offered. They are competing with the ultra low cost carriers with product segmentation, the back of the aircraft versus the front of the aircraft. Oil prices should stay down during 2017 and possibly into 2018.

Fran continues to have conversations with all the airlines at CIRA.

VIII. ADJOURNMENT

There being no other business to come before the Board, upon a motion being made, seconded and approved, the November 14, 2016 meeting of the Bloomington-Normal Airport Authority adjourned at 5:32 p.m.

John D. Ham
Secretary

12/13/2016
Date

Minutes of the Behavioral Health Coordinating Council

The Behavioral Health Coordinating Council Committee met on Friday, September 9, 2016, at 7:30 AM in Room 400 of the Government Center, 115 East Washington Street, Bloomington, IL.

Members Present: Chairperson John McIntyre; Honorable Elizabeth Robb, retired Chief Circuit Judge; Mr. Steve Denault, Country Financial; Ms. Stephanie Barisch, Center of Youth and Family Service; Ms. Diane Schultz, The Baby Fold; Mr. Joni Painter, City of Bloomington; Mr. Mark Jontry, Regional Office of Education; Ms. Sonja Reece, McLean County Board of Health; Ms. Laurette Stiles, State Farm; Ms. Karen Zangerle, PATH; Mr. Tom Barr, Center for Human Services; Ms. Laura Furlong, MARC First; Colleen Kannady, Advocate Bromenn

Members Absent: Mr. Chad Boore, OSF St. Joseph's Hospital; Mr. Kevin McCarthy, Town of Normal, Mr. Russ Hagen, Chestnut Health Systems

Staff Present: Mr. Bill Wasson, County Administrator; Ms. Hannah Eisner, Assistant County Administrator; Ms. Amy Brooke, Recording Secretary, County Administrator's Office; Mr. Don Knapp, Assistant Civil State's Attorney

Department Heads/
Elected Officials
Present:

None

Others Present: Ms. Meredith Nelson, OSF St. Joseph's Hospital; Mr. Dave Sharar, Chestnut Health Systems; Ms. Judy Buchanan, Board of Health; Ms. Susan Shafer, McLean County Board; Ms. Megan Moser, Center for Human Services; Ms. Sue Pirtle, Center for Human Services

Chairperson McIntyre called the meeting to order at 7:35 AM and declared a quorum. Ms. Meredith Nelson stood in for Mr. Chad Boore and Mr. Dave Sharar stood in for Mr. Russ Hagen.

Ms. Reece motioned for approval of the June 6, 2016 minutes. Mr. Denault seconded. Motion passed.

Chairman McIntyre provided an overview of who the Behavioral Coordinating Council was established. The recommendation for the Behavioral Coordinating Council came out of

two working groups: Mental Health Needs Assessment and Mental Health Best Practices.

Chairman McIntyre shared that there has been progress in fulfilling the need for an extension of the Law and Justice Center. This will help to meet the needs of the female inmates as well as the needs of the mentally ill inmates.

Chairman McIntyre shared that a variety of subgroups have formed looking at different aspects of mental health (youth, housing, crisis stabilization, homelessness, etc.). One of the stumbling blocks has been the lack of data and the inability to share data across organizations.

Chairman McIntyre shared that there have been Chairman round tables which have been meeting. Two roundtables have met each month that the BHCC does not meet. The first one was in July and was a meeting with agencies dealing with homelessness and the Veteran's Administration. The August group was primarily made up of chiefs of first responders: fire chiefs, sheriff, police chief, director of EMS, etc. This was to give feedback on better use of the Crisis Stabilization Unit.

Mr. Dave Sharar presented on the Crisis Stabilization Unit (CSU).

The Crisis Stabilization Unit opened in April 2015. It is geared towards those in mental health crisis or substance withdrawal. It is not designed for those who need hospitalization. It is a voluntary unit designed for short term residential stay. There are 14 beds and it is staffed primarily by nurses, counselors, and social workers. Prescribers work out of the Federal Qualified Health Center.

The intent is to make it a welcoming, therapeutic, and supportive place for those in crisis. The goal is to stabilize individuals so they can return to the community.

The unit is funded primarily through Medicaid and managed Medicaid. Occasionally there are those who have never participated in ACA and have no means to pay. There is also a small percent of those who pay through private pay/commercial insurance. Unfortunately, very few private health plans recognize a nonhospital placement.

Mr. Sharar presented an overview of admission over the past year.

- 38% of admissions (201) had a primary mental health diagnosis
- 62% of admission (570) were detox admissions
- 75% of the all of the mental health cases come from McLean County
 - Many with the mental health diagnosis also need detox
 - They often have short term stay in detox and then transfer to the mental health program.
- The average length of stay is 8 day for mental health and 4.7 days for detox

The top 3 mental health diagnoses are depression, bi-polar depression, and anxiety/PTSD.

Individuals are referred with through a variety of avenues:

- Detox conversion to mental health program (42%)
- Self-referral (23%)
- Crisis Team (19%)
- Local hospitals (9%)
- Other (PATH, probation, various agencies – 7%)

Mr. Sharar shared about a safe passage program. The police can bring an individual in with no consequence. McLean County does not currently have this. Those that are coming through a safe passage program come from other counties: Pekin, Dixon, Pontiac. These counties do not have detox.

In Peoria they have recently tried to get referrals from law enforcement. That can be tricky. If their crisis team responds with the police, sometimes they will bring an individual directly to the unit instead of the emergency department. They are also trying to work out EMS and ambulance services transporting directly to the unit rather than an emergency department. There is legislation that allows for that with a physician's approval.

Mr. Sharar shared the following goals for the unit:

- Co-locate a crisis center with the CSU – an alternative to the emergency department where the Crisis Team can conduct evaluations.
- Increase CSU referrals from paramedics and law enforcement
- Increase CSU referrals as a step down for hospitalized patients.

Mr. Sharar shared that there is a staff social worker who does discharge planning with every person admitted to the unit. This typically occurs within the first day or two that they are admitted to the unit. Part of the process is identifying resources. Resources may be very limited with someone who has unstable housing or is homeless. Another difficulty is when someone needs prescriptions and does not have the money needed to get them filled. They may end up going off their medication.

Due to a lack of resources, intensive case management is not available through the CSU. Some people may get case management through other agencies.

Ms. Kannady asked if the CSU tracks patients that return to the CSU.

Mr. Sharar stated that with addiction being such a chronic illness, they often see these clients return. In the detox portion of the program they are mainly seeing heroin and alcohol.

Mr. Sharar shared that in August the CSU was full. In the month of August 51 detox cases were turned away due to lack of space.

Ms. Reece inquired about the scope of services at the CSU and how they determine whom they will not accept.

Mr. Sharar shared that there is a set of admission criterion. Things that prohibit admission include medical issues requiring a hospital, being actively suicidal, and violence.

Ms. Meredith Nelson presented on the mental health services through OSF St. Joseph.

In the last 12 months, the Emergency Department at OSF St. Joseph had about 900 visits that could be classified as psychiatric using mental health diagnostic codes. About 1/3 of those involved alcohol or chemical dependency. Two-thirds involved mental health.

Patients that come to the Emergency Department go through a screening process that addresses mental health concerns. Many of the OSF hospitals – including OSF St. Joseph - are looking into creating safe rooms in the Emergency Departments. This is a room that has been modified and has all items removed that the patient could potentially use to harm themselves as well as other modifications. OSF St. Joseph also has an ED navigator. The navigator works with patients who present to the ED for a variety of different issues. The navigator does not currently do behavioral health evaluations but works with a broader population. However, she does assist the Crisis Team in making calls and on substance abuse referrals.

Tele-health is another area OSF St. Joseph is looking at and expanding. Currently, there is some access to tele-psychiatry through the OSF clinics. It is available to behavioral health providers and primary care providers. The virtual psychiatrists do not interact directly with patients but are a resource for providers.

Care Transformation is a program being piloted at the College Ave clinic. This is a team based care approach involving a primary care physician, behavioral health, pharmacy, and dietary. They evaluate patients as a team.

As an organization, each region was asked to identify top concerns/requests. For the eastern region these included providers, resources for behavioral health, psychiatrists to treat clients across the age spectrum, advanced practice support in the current psychiatric practices, looking at a resource for inpatient consultations, access to inpatient psychiatric beds, and increasing tele-health resources.

Ms. Kannaday spoke about the programs at Advocate BroMenn. At Advocate BroMenn they built out 3 safe rooms in part of the Emergency Department. Security monitors that area. There is an ED navigator available during the higher volume time frames to help connect patients with needed resources. They are about a year and half away from a more robust tele-health program. Currently, the ED has access to a tele-psychiatry through Advocate Christ Hospital in the Chicago area.

Some patients need to be transferred to places like McFarland. McFarland is always full. There is always a wait to get patients admitted. Those patients may end up being in the

ED for several days or even a week. They are being treated in the ED because places like McFarland pull from emergency departments first. If the patients do not qualify for Advocate BroMenn's inpatient unit because of their complexities or other reasons, they may be put in the intensive care without a medical diagnosis. They are put there because they have the highest level of security and staffing. Some patients have lived in the ICU for 2-3 months. They will get no reimbursement because they cannot find a place for them to go.

Advocate BroMenn has the 12 patient inpatient unit. They are working on getting funding to expand. The outpatient behavioral center has been moved out past the airport. They have recruited another adult psychiatrist and there are now two pediatric/adolescent psychiatrist. Recruiting providers is a challenge and there is an extensive waiting.

Ms. Reece shared that they run into difficulties with the state deciding if the patient is developmentally disabled or if the patient has a mental illness. The state agencies don't agree and no one want to take them. They have had to call state representatives for assistance in cutting through the red tape around the issues.

Chairman McIntyre shared that one of the issues that came out of the roundtable with first responders was diversion. There is a reluctance to transfer anywhere but to hospitals. Part of the reason for this is insurance reimbursement. This is a state wide issue.

Mr. Sharar reiterated that there is legislation which allows patients to be diverted with physician approval. For this to work, the paramedics would need access to a physician through their organization to rule out medical complications which would necessitate going to a hospital.

Mr. Barr shared that they currently still have the mobile crisis team for McLean County. At a minimum there are two people on call at all times. The maximum call back time is 15 minutes. The team may prioritize call backs based on the assessed risk to the client. For example, someone in the community may be prioritized over someone who is currently in the emergency department. The client in the emergency department would be seen as being in a more secure setting.

Chairman McIntyre shared about diversion by law enforcement. In speaking with law enforcement officers, there is a mindset about what their mission is to begin with. It is primarily incarceration. The question becomes when to decide if there is a diversion that can be done. CIT can help with that process. The chiefs also expressed that there is often no space for detox. Other thoughts included the possibility of a special triage area for law enforcement or the possibility of a co-responder system who can help make the decisions on diversion.

Mr. Sharar shared that if they received a referral, the CSU could hold a bed for law enforcement.

Mr. Wasson provided that the following challenges came out of the Public Safety Round Table:

- There is a need to work around the mindset of needing to transport to a full service hospital.
- From a law enforcement perspective, there are individuals who are a safety risk to the community and need to go to jail. This is why the County has taken steps to increase capacity and address mental health needs in the correctional facility.
- There is a willingness from the Chiefs at the roundtable to work through the issues of diverting from the hospital or jail when appropriate.
- Crisis Intervention Training is very important.
 - There is very limited training provided in basic training that law enforcement officers go through.
 - There is a willingness to see CIT training in the basic training of law enforcement officers. This will take some legislative work.
 - The Crisis Intervention Training Grant application to the Bureau of Justice has passed peer review. The grant would increase the ability to train law enforcement, telecommunicators, and EMS personnel. Feedback was that the Mental Health First Aid training is good for people in the community but public safety personnel need more comprehensive training like CIT to meet the needs of the community.
 - There is investigation of the possibility of using Medicaid funding to help cover the cost of CIT training.

Mr. Wasson shared information about the Call for Service Data. This is part of the White House Initiative on data driven justice and behavioral health. This is being provided to the County free of charge for doing analytics for law enforcement initially and then expanding to cover a broader spectrum of services. CFS Analytics looks at call volume, officer allocations and attempts to identify super-utilizers. We currently do some basic analytical work with the Stevenson Center. CFS Analytics takes it to an entirely different level with thousands and thousands of data elements.

Currently, the County legal staff is working on an agreement with the University of Chicago to provide our criminal justice data and the health data that we have related to those in the criminal justice system in an anonymized way. This will allow the University of Chicago to begin analysis and help the County identify the data we would like on super utilizers and identify the needed services while minimizing overall cost.

The County will be speaking with local organizations about data sharing and what that would look like. There is significant value to the community in sharing data. Data is critical for making informed decisions.

Mr. Wasson shared that there are a few co-responder programs across the country where a case manager is sent with an officer or with EMS to a site. He stated that a co-responder

may make senses in one part of the County but not in every part of the County. In some parts of the County, it may make sense for EMS to transport somewhere to meet the co-responder for evaluation. The CFS Analytics aid in looking at those types of situations and what makes sense. However, it is dependent on getting the data needed to put into this tool.

Other areas CFS Analytics can aid with is looking at the use of personnel, the areas of needs, and the geography of those needs. It can drill down to specific addresses. That kind of information would not be available publicly but would be utilized by law enforcement and EMS in their planning processes.

APPRISS is another company that has volunteered to provide services. It provides reporting on crimes across the United States. It also records prescription data for approximately half the states. This does not currently include Illinois.

The goal is to begin with data analysis on an anonymized basis so that we can find the factors that are the most important for identifying the super utilizers for trying to be predictive. Fewer factors make sharing the data easier. Getting through an anonymized review will help to identify those factors and lead to sharing of actionable data. There are legal issues that need to be addressed with HIPPA and the Illinois Mental Health Code.

Health Information Exchanges do exist. The County has had several meetings with the Central Illinois Health Information Exchange. It is an example of how we can get to an information sharing process. Both BroMenn Advocate and OSF have seats on the board of the Central Illinois Health Information Exchange. The Central Illinois Health Information Exchange has a grant to expand health information exchanged to expand information exchange to entities like EMS and the County. This is a model that would allow data sharing through queries rather than requiring everyone to be on the same system. This will take both technical resources as well as legislative work.

Chairman McIntyre shared that the one that from interacting with different entities as part of the Data Driven Justice Initiative, the key seems to be a willingness for private and public entities and service providers to work together.

Meeting adjourned at 9:10 AM.

Respectfully submitted,



Amy L. Brooke
Recording Secretary

Minutes of the December 12, 2016 BNWRD Regular Meeting

The regular monthly meeting of the Board of Trustees of the Bloomington and Normal Water Reclamation District was called to order at 4:00 P.M., Monday, December 12, 2016 at the Bloomington and Normal Water Reclamation District's West Plant.

Upon roll call Trustee Feid, Trustee Brown, and Trustee Merritt answered present. In attendance for the District were Randall Stein, Executive Director; Robert Carter, Director of Operations; Mark Beach, Director of Laboratory; Duane Lindeman, Director of Engineering; Tim Ervin, Director of Finance/Administrative Officer; Warren Basting, Vice-President of Heartland Bank & Trust; Pat Sheridan, Engineer; Steve Myers, Engineer; and Bill Wetzel, Attorney.

Trustee Merritt asked whether anyone present had requested to make a public comment. There was no response. Trustee Brown made a motion that the minutes for the November 14, 2016 regular meeting as circulated be approved, seconded by Trustee Feid, and passed by unanimous vote.

Trustee Merritt asked for a motion that financial transactions "A" through "D" be approved in their entirety as submitted. Trustee Brown made a motion, Trustee Feid seconded, and the motion passed by unanimous vote.

Director of Operations Carter provided the operations report for the West and Southeast Plant sites for the month of November 2016. At the West Plant site, an average of 14.9 million gallons per day of wastewater was treated during the month, which is 66% of design average flow. Analysis of the water leaving the plant showed suspended solids were at 31% of EPA limits, ammonia levels were at 24%, and carbonaceous biochemical oxygen demand at 49%. There were no excursions from the Illinois Environmental Protection Agency discharge permit limits for the West Plant. The Southeast Plant treated an average of 3.9 million gallons per day of wastewater during the month, which is 52% of design flow capacity. Analysis of the water which left the plant

Minutes of the December 12, 2016 BNWRD Regular Meeting

showed suspended solids were at 12% of EPA limits, ammonia levels were at 1%, carbonaceous biochemical oxygen demand at 20%, and coliform bacteria levels were at 2%. No further questions followed and the Trustees accepted the report as presented.

Trustee Merritt requested the engineering project report. Engineer Pat Sheridan presented the engineering project report. Engineer Sheridan reported the West Plant Long Range Planning Project is approaching the conclusion. The Farnsworth Group is preparing cost estimates and working through the modeling process. These processes will aid in the development of an outline of construction phases for the replacement and/or upgrade of Plant #1 and Plant #3 at the West Plant. Once this plan is outlined a timeline and financial model can be prepared and from these results Staff can analyze the long term rate structure of the District.

Engineer Sheridan stated Valenti-Held Construction returned to the CSO Lagoon to remove additional material from the lagoon to meet the removal specifications in the contract. Executive Director Stein stated the District needs to lower the water level in the lagoon by one foot to observe the results of the removal of the sediment. He noted on the west side of the lagoon there is a small amount of remaining accumulation, but this amount is very minor. However, the amount of sediment pumped to the storage bags is significantly more than prior efforts. Trustee Merritt asked whether the landfill was still interested in obtaining the sediment this winter. Engineer Myers stated this portion of the project is the contractor's responsibility. In discussions between the contractor and landfill, the sediment will be transported to the landfill this spring. It is expected the freezing cycle will accelerate the removal of water from the sediment which will aid in the material being transported to the landfill. Another reason to hold off on transporting the material that Executive Director Stein mentioned was the storage area is extremely wet and heavy machinery would damage the sludge storage area. The Trustees accepted the engineering report.

Minutes of the December 12, 2016 BNWRD Regular Meeting

Trustee Merritt called for Staff to present the next item in old business which is the acceptance of the fiscal year 2016 audit. Director of Finance Ervin stated that at the November 14, 2016 Board of Trustees meeting Mrs. Hope Wheeler, CPA CliftonLarsonAllen, LLP and he presented the District's fiscal year 2016 Comprehensive Annual Financial Report (CAFR). The item on agenda is the formal acceptance by the Board of Trustees of the audit report. Trustee Feid stated his appreciation of the presentation by Mrs. Wheeler and Staff of the District's audit report. Trustee Feid made a motion to accept the fiscal year 2016 audit report, Trustee Brown seconded, and the motion passed by unanimous vote.

Trustee Merritt introduced the consent agenda items (A) through (G):

- A. Approval to the revision of the travel policy which is section 4-8 of the Employee Manual.
- B. Approve the revision for the payout of the vacation time when an employee retires or terminates his/her employment with the District.
- C. Adopt the resolution to ratify revisions to employee policies for calendar year 2016.
- D. Approve The Farnsworth Group proposal to prepare designs for the \$2.0 million lining of the Eastside Interceptor by February 1, 2017.
- E. Approve the renewal of the liability insurance within Cincinnati Insurance Company (A+ carrier) in the amount of \$227,795 which is a \$5,980 or 2.7% increase from the prior year. Van Gundy Insurance of Normal Illinois is the broker for the insurance.
- F. Approve the purchase of a replacement auger and housing assembly for solids processing for an amount not to exceed \$15,000 from Motion

Minutes of the December 12, 2016 BNWRD Regular Meeting

Industries.

- G. Approve the repair of the ceiling in the Administrative Building Administrative Assistants office for an amount not to exceed \$20,000 with Associated Constructors Company in Bloomington, Illinois.

Trustee Merritt made a suggestion to use 1 x 3 lumber and cement coated nails to secure the dropped ceiling to the ceiling joists. A short conversation followed. Executive Director Stein stated he would pass the advice on to the Director of Maintenance and the contractors. Trustee Feid made a motion to accept consent items (A) through (G), seconded by Trustee Brown, and passed by unanimous vote.

Trustee Merritt called upon Mr. Bastings, Vice-President of Heartland Bank & Trust, to present the Second Quarter Farm Report. The last year has been successful in terms of production at each farm tract owned by the District. The most surprising yielding crop was the double crop soybeans at the Shirley Farm which yielded 50 bushels. In October and November 2016, the tillage was completed and the stalks removed for phosphorus management. Additionally, bio-solids were spread on a portion of the property and a winter wheat crop has been planted. In February 2017, there will be a controlled burn on the habitat acres at the Southeast Plant and Randolph farm. This will be coordinated with the rural fire departments to ensure the safety of the public and the surrounding woodlands. In terms of farm prices, there was a slight rally after harvest. The District has sold one hundred percent of the soybean crop, but the farm managers are waiting to sell the corn crop hoping for higher prices. The Trustees accepted the farm report.

Trustee Merritt called upon Director Ervin to introduce the Open Meetings Act requirement to review any closed sessions maintained by the District. Director Ervin indicated the District currently maintains two executive meetings in a closed status. The first executive meeting was held

Minutes of the December 12, 2016 BNWRD Regular Meeting

on March 12, 2014 to discuss the lease of District property and the second executive meeting was held on March 9, 2015 to discuss the lease of District property. Director Ervin stated Staff recommended the meeting minutes remain sealed. Trustee Merritt made the motion to have the March 12, 2014 and March 9, 2015 executive meeting minutes remain sealed, seconded by Trustee Brown, and passed by unanimous vote.

Trustee Merritt inquired whether there were annexations. Engineer Lindeman stated he has an e-mail from Attorney Megli in regards to the Neil A. Gauger, Trustee of T.R. Property. The District is in possession of a petition for annexation, a \$600 annexation fee, and the property has been confirmed by The Farnsworth Group that it is contiguous to the District. Engineer Sheridan provided a plat plan of the property to Trustee Merritt. A brief discussion of the location of the property followed which determined the property is situated near 2229 Springfield Road, Bloomington Illinois. Trustee Merritt made the motion to annex Neil A. Gauger, Trustee of T.R. Property which is the East ½ of 5 acres off the South side of Lot 16 in the North West ¼ of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois (pin 21-17-126-006), seconded by Trustee Brown, and passed by unanimous vote.

Trustee Merritt asked whether there was additional business. Executive Director Stein indicated he wants to provide an update on the nutrient removal negotiations that are on-going between the Illinois Association of Wastewater Agencies (IAWA), Illinois Environmental Protection Agency (IEPA), and Non-Governmental Agencies (NGO) such as the Sierra Club and Prairie Rivers, etc. The nutrient group met before the national election. At this meeting, IAWA members overwhelmingly supported the concept of a negotiation among all parties for the implementation of nutrient standards for non-impaired waters. This scenario would apply to both District facilities. The negotiation would permit the District to comply with the upcoming nutrient

Minutes of the December 12, 2016 BNWRD Regular Meeting

standards by 2030.

Executive Director reminded the Board of Trustees the West Plant's Plant #1 will be approximately 100 years old, while Plant #3 will be between forty to fifty years old. The negotiations continue to go well and the IAWA has suggested that the Pollution Control Board adopt the final agreement. This agreement will not include the City of Chicago or wastewater facilities on the Fox River or DuPage River who are already subject to stricter permit requirements. A follow-up meeting is expected in January 2017. This agreement would permit the District to continue to plan, design, and construct replacement facilities or renovate to existing facilities over the next few years.

Trustee Feid asked whether the Non-Governmental Agencies (NGO) would be a participant in the agreement. Executive Director Stein stated the NGO's would be a participant by agreeing and supporting the agreement. Additionally, the NGO's would not object to NPDES permits issued to wastewater plants that adhere to the parameters of the agreement. The NGO's are represented by one attorney, Albert Ettinger, in the negotiations. A conversation followed which spoke about this topic. Trustee Merritt asked what would be required for the District by 2030. Engineer Sheridan stated the District would need a fully operational wastewater plant compliant with the new nutrient standards. Executive Director Stein asked the Trustees to let him know of any questions they would like to ask at the January 2017 meeting. There were no further questions or discussion.

Executive Director Stein reminded the Trustees that the District's annual Holiday luncheon is scheduled for Thursday, December 15, 2016 at 12:00 p.m. in the break room. Additionally, he mentioned the District would conduct a special meeting at 1:30 p.m. to discuss and potentially approve a resolution to authorize the execution of a property tax abatement agreement with Rivian

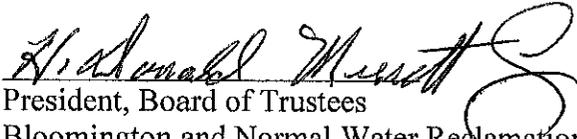
Minutes of the December 12, 2016 BNWRD Regular Meeting

Automotive in connection with the location and operation of an automotive manufacturing facility at the former Mitsubishi Property Normal, Illinois. Kyle Ham, CEO of the Economic Development Council, will be in attendance to present background information of the agreement to the Board of Trustees.

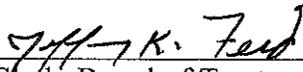
Trustee Feid asked about the color coded map of the Eastside Interceptor which was provided to the Trustees by Staff. Executive Director Stein stated the map provides a visual view of the segments The Farnsworth Group will prepare plans and documents for designs to line the sewer. This is being prepared in anticipation of potential infrastructure financing available from the State or Federal level. Eventually, the District plans to line these portions of the sewer system whether outside financing is available or not. Trustee Merritt asked whether the plans would go down to the Little Kickapoo pump station. Engineer Myers stated the plans would end near Hamilton Road by State Farm and mentioned his concern in regards to hydrogen sulfide levels. A discussion followed where the Trustees and Staff spoke about the high hydrogen sulfide levels noted within the City's sewer system which serves the Grove area and flows to the Eastside Interceptor near this location. Executive Director Stein stated he notified Jim Karch, Public Works Director for the City of Bloomington, the District atmospheric alarm units have found elevated hydrogen sulfide levels in this sewer system. In weeks to come, the District will continue to examine the underground infrastructure in this area and keep the Board of Trustees informed of findings.

Minutes of the December 12, 2016 BNWRD Regular Meeting

Trustee Merritt adjourned the meeting at 4:36 P.M.



President, Board of Trustees
Bloomington and Normal Water Reclamation District



Clerk, Board of Trustees
Bloomington and Normal Water Reclamation District



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:

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

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 17th 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:

Year	Total Rent Per Lease	Portion of Rent for O&M	O&M Payment to McLean County
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

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 17th 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

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 17th 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 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.

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

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:

Terms of Agreement	HCC will provide GED instruction for inmates of the JAIL.
Duration of Agreement	<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>
Schedule of Classes	<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>
Personnel	<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>
Participants and Enrollment	<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 17th day of January, 2017.

ATTEST:

APPROVED:

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

John D. McIntyre, Chair
McLean County Board

Graduate Practicum Placement Agreement

This Agreement is entered into by and between **The Board of Trustees of Illinois State University**, hereafter "University," a public body, corporate and politic of the State of Illinois with principal offices at Normal, Illinois, and **McLean County Adult Court Services**, with principal offices in Bloomington, IL., hereinafter "Agency".

As part of its ongoing instruction and preparation of its students through classroom and service experiences, University seeks relevant, supervised experiences in practice settings for its students who are in good academic standing. The Agency is able to provide a practice setting, supervised experience, and related educational facilities for a student ("placement").

1. Effective Date

This Agreement shall become effective on 1/16/17 and continue until 5/31/17.

2. Placement of Student and Cost

- 2.1 University agrees to make available to Agency, a graduate student mutually selected by the Agency and University to complete her/his graduate assistantship for twenty [20] hours per week at Agency.
- 2.2 For the performance of this agreement Agency will pay **Illinois State University** the total amount of \$4,960.00. Payment in full is due no later than February 16, 2017.

Checks drafted to Illinois State University should be sent to:

**Illinois State University
Research and Sponsored Programs
Campus Box 3040
Normal, IL 61790-3040**

3. University Responsibilities

- 3.1 University shall provide the basic preparation of the student through classroom instruction and practice and shall provide the educational direction for the placement. University designates Jason Ingram as a liaison to the Agency to provide consultation regarding student placement, supervision, and periodic review of student progress toward meeting the University's educational objectives and meeting the goals of the Agency in a professional and timely manner.
- 3.2 University shall inform student that he/she must adhere to the following requirements during the placement:
 - a. Student will adhere to all policies, procedures, and standards established by the Agency.
 - b. Student will be responsible for his/her own transportation to and from Agency during placement.
 - c. Student is required to have adequate health/accident insurance coverage in force during the entire placement. Student must secure coverage through the University's Group Health Insurance plan or procure private coverage.
 - d. Student will be responsible for adhering to established schedules and notifying Agency of any absences or necessary schedule changes.
 - e. During the placement, the student will be enrolled as a graduate student at Illinois State University.

4. Agency Responsibilities

- 4.1 Agency will determine, assign, and supervise the services and tasks to be performed and cooperate with University in providing periodic evaluations of the student performance in the placement.
- 4.2 Agency shall provide meaningful and appropriate learning experiences to student to achieve the University's educational objectives for the placement.
- 4.3 Agency shall provide access to records, appropriate space, and other Agency resources as may be required.
- 4.4 Agency will provide orientation and/or training to student on any of Agency's applicable policies, procedures, rules and regulations, or safety concerns.

5. Liability

Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

6. Termination

- 6.1 The University may terminate this agreement upon thirty (30) days written notice to the Agency. The Agency may terminate the agreement, with prior University approval in writing, upon thirty (30) days written notice to the University.
- 6.2 Either party may terminate this Agreement for breach. If the cause of the breach is due to failure to meet required performance or progress standards, Agency shall be required to work through a progressive disciplinary program including, but not limited to, documentation of non-performance; discussions with student, supervisor, and the University liaison of specific non-performance issues; and a documented plan of action to correct non-performance.
- 6.3 If the student, for whatever reason, is unable to complete the term of service listed above, any balance held by Illinois State University will be returned to the Agency on a pro-rated basis, based on the number of weeks worked by the student.

7. General Provisions

- 7.1 University and Agency agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. University and Agency shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, protective order status, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
- 7.2 University and Agency acknowledge that certain information about University's students is contained in records maintained by University and/or Agency and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 7.3 Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 7.4 The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
- 7.5 Agency affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Agency's family, business, or financial interests and its obligations under this

- Agreement; and, in the event of change in either its private interests or obligations under this agreement, the Agency will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
- 7.6 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- 7.7 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University.
- 7.8 In the event of any litigation arising in connection with this Agreement, University and Agency agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- 7.9 This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 7.10 This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.
- 7.11 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.
- 7.12 Both parties agree to accept signatures in counterparts and/or by facsimile or other electronic format.

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

**The Board of Trustees of Illinois
State University**

By: _____
John E. Baur
Associate Vice President for Research

Date: _____

McLean County Adult Court Services

By: _____
Title: _____

Date: _____

Budget Justification

Personnel - \$4,509

Funds are requested to cover salary for a graduate student mutually selected by the Sponsor and University to complete her/his graduate assistantship.

Indirect Cost - \$451.00

Funds are requested to cover accounting support and administration services.

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</u> <u>BUDGET</u>	<u>ADD</u> <u>(SUBTRACT)</u>	<u>AMENDED</u> <u>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 17th 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 17th day of January 2017.

ATTEST:

APPROVED:

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

John D. McIntyre, Chairman
McLean County Board