



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center
Tuesday, April 9, 2013
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – March 12, 2013
February 19, 2013 Stand-up
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:

A. Executive Committee – Chairman Sorensen

1) Items to be Presented for Action:

a) REAPPOINTMENTS:

BELFLOWER FIRE PROTECTION DISTRICT

Mr. Dyke C. Shaffer
36022 E 100 N Rd.
Farmer City, IL 61842
(Three-year term to expire on April 30, 2016)

BLOOMINGTON-NORMAL AIRPORT AUTHORITY

Mr. Kurt Bock
19 Lavender Lane
Bloomington, IL 61704
(Five-year term to expire on April 30, 2018)

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Ms. Laura A. Kosinski
15940 Quail Hollow Ct.
Bloomington, IL 61704
(Five-year term to expire the first Monday in May, 2018)

BLOOMINGTON-NORMAL WATER RECLAMATION

Mr. Ken Schroeder
6 Ridgemont Road
Normal, IL 61761
(Three-year term to expire the first Monday in May, 2016)

CARLOCK FIRE PROTECTION DISTRICT

Mr. Mark A. Lareau
301 N. Church St.
Carlock, IL 61725
(Three-year term to expire on April 30, 2016)

CHENOA FIRE PROTECTION DISTRICT

Mr. Joel Vercler
29897 N. 2950 E. Road
Chenoa, IL 61726
(Three-year term to expire on April 30, 2016)

CLEARVIEW SANITARY DISTRICT

Jerald A. Fortag
3002 Robert St.
Bloomington, IL 61704
(Three-year term to expire on the first Monday in May, 2016)

DANVERS FIRE PROTECTION DISTRICT

Ms. Diane Bostic
907 North Mitsubishi Motorway
Normal, IL 61761
(Three-year term to expire on April 30, 2016)

DANVERS FIRE PROTECTION DISTRICT

Mr. Randall Meseke
9 Boon Court
Danvers, IL 61732
(Three-year term to expire on April 30, 2016)

DOWNS FIRE PROTECTION DISTRICT

Mr. Edward D. Belcher
8717 N. 2300 East Rd.
Downs, IL 61736
(Three-year term to expire on April 30, 2016)

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Doug Huskey
406 N. Main St.
Ellsworth, IL 61737
(Three-year term to expire on April 30, 2016)

HUDSON FIRE PROTECTION DISTRICT

Mr. Paul McKinney
511 North Broadway
Hudson, IL 61748
(Three-year term to expire on April 30, 2016)

LEXINGTON FIRE PROTECTION DISTRICT

Mr. Mike Cotter
208 S. Vermillon
Lexington, IL 61753
(Three-year term to expire on April 30, 2016)

MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

Mr. Bradley D. Wade
6355 E. 535 North Wade
McLean, IL 61754
(Three-year term to expire on April 30, 2016)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Chad Hoffman
33995 E 1900 N Rd.
Colfax, IL 61728
(Three-year term to expire on April 30, 2016)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Doug E. Helmers
21982 N. 4000 East Rd.
Cropsey, IL 61731
(Three-year term to expire on April 30, 2016)

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Vernon D. Terrell
15356 Mountain View
Heyworth, IL 61745
(Three-year term to expire on April 30, 2016)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Joseph A. Bane
33632 East Boon Rd.
Arrowsmith, IL 61722
(Three-year term to expire on April 30, 2016)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Richard Benjamin
101 North Madison
Saybrook, IL 61770
(Three-year term to expire on April 30, 2016)

TOWANDA FIRE PROTECTION DISTRICT

Mr. Joel White

521 E. Washington St.

Towanda, IL 61776

(Three-year term to expire on April 30, 2016)

- b) APPOINTMENTS:
None
- c) RESIGNATIONS:
None
- d) Request Approval of a Resolution to Amend the Rules of the County Board of McLean County to Consider Remote Attendance – Rules Subcommittee 1-5
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- B. Property Committee – Chairman Segobiano
 - 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- C. Finance Committee – Chairman Owens
 - 1) Items to be Presented for Action:
 - a) Request Approval of Critical Personnel Hiring Requests 6-7
 - 2) Items to be Presented to the Board:
 - a) Request Approval for Authorization of a Credit Card
 - b) Request Approval of a Commerce Bank Corporate Resolution
 - c) General Report
 - d) Other
- D. Justice Committee – Chairman Caisley
 - 1) Items to be Presented for Action:
 - a) Request Approval to apply for a Grant through the U.S. Department of Justice for Smart Probation Funding 8-9
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

- E. Land Use and Development Committee – Chairman Gordon
- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Solid Waste Management Technical Committee to fund \$2,400 for McLean County Schools Recycling Grant and \$16,000 for the Ongoing Household Battery Recycling Program To be payable to the Ecology Action Center 10
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Martens Subdivision, File No. S-13-03
 - b) General Report
 - c) Other
- F. Transportation Committee – Chairman Hoselton
- 1) Items to be Presented for Action:
 - a) Request Approval of an Intergovernmental Agreement with the City of Bloomington for Street Sweeping and Gravel Shoulder Maintenance 11-14
 - 2) Items to be Presented to the Board:
 - a) Request Approval of Resolution and Bid Tab for March 20, 2013 MFT County and Township General Maintenance Letting
 - b) Request Approval of Resolution and Bid Tab for March 21, 2013 County Non-MFT Construction and Township General Maintenance Letting
 - c) Request Approval of Cropsey RD (Road District) Joint Culver Petitions
 - (1) 2013 Cropsey RD Non-MFT Joint Culvert #1 – 4200 East Rd (*Lat. 40.60993°*, *Long. -88.45951°*)
 - (2) 2013 Cropsey RD Non-MFT Joint Culvert #2 – 2100 North Rd (*Lat. 40.58754°*, *Long. -88.53877°*)
 - (3) 2013 Cropsey RD Non-MFT Joint Culvert #3 – West Street (*Lat. 40.60990°*, *Long. -88.48325°*)
 - d) Request Approval of County Highway 27 (CH 27) – South Downs Road
 - (1) Weight Limit Agreement (*Lat. 40.38748°*, *Long. -88.87544°*)
 - e) Request Approval of Cooksville Road In-Town Resurfacing (CH17) Sec 13-00039-05-RS (*Lat. 40.54121°*, *Long. -88.71694°*)
 - (1) Motor Fuel Tax (MFT) Resolution
 - f) General Report
 - g) Other

- G. Report of the County Administrator
 - 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications

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

8. Adjournment

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RESOLUTION TO AMEND THE RULES OF THE COUNTY BOARD OF McLEAN COUNTY

WHEREAS, on January 1, 2007, Public Act 94-1058, amending the Illinois Open Meetings Act, takes effect and amends the definition of a "meeting" and permits attendance of members of a public body at public meetings by a means other than physical presence; and,

WHEREAS, to permit attendance by a means other than physical presence, the McLean County Board must adopt rules that conform to the requirements of the Illinois Open Meetings Act; and,

WHEREAS, the McLean County Board deems it necessary and appropriate to amend its rules for the purpose of defining the term "meeting" and adopting rules pertaining to attendance and participation in any meeting of the McLean County Board, its committees and subcommittees from a remote location via telephone or audio conferencing connection provided that such attendance and participation is in compliance with the Illinois Open Meetings Act; now therefore,

BE IT RESOLVED that the Rules of the County Board of McLean County be amended as follows:

1. That in Section 5.12, a new Section 5.12-8 be added as follows:

5.12-8 Electronic Meeting Attendance "The term 'meeting' as used in any existing rules, ordinances, resolutions, agendas and minutes shall mean any gathering, whether in person or by audio conference or telephone calls, or other means of contemporaneous interactive communication, of a majority of a quorum of the members of the County Board's committees or subcommittees for the purpose of discussing public business."

2. That a new Section 5.21 Remote Attendance Policy be added as follows:

“5.21 REMOTE ATTENDANCE POLICY

5.21-1 It is the policy of the McLean County Board that a member of its committees and subcommittees may attend and participate in any open meeting of his or her committee or subcommittee from a remote location via telephone provided that such attendance and participation is in compliance with this policy, the Illinois Open Meetings Act, and any other applicable laws.

5.21-2 It is the policy of the McLean County Board that a member of the McLean County Board may not attend and participate in any closed meeting of the McLean County Board, its committees and subcommittees from a remote location via telephone or other means of contemporaneous interactive communication.

5.21-3 A member of the McLean County Board’s committees or subcommittees shall be provided the opportunity to attend an open meeting from a remote location if

(A) , the member has notified the McLean County Administrator’s Office at least 24 hours before the meeting unless advance notice is impractical; and

(B) The member has met one of three reasons described herein why he or she is unable to physically attend the meeting, including either (1) that the member cannot attend because of personal illness or disability, (2) the member cannot attend because of matters directly related to the business of the McLean County Board, or (3) the member cannot attend because of a family or other emergency; and

(C) A quorum of the, the committee or subcommittee, as the case may be, is physically present.

5.21-4 After roll call, if a quorum is physically present, a vote of the McLean County Board, the committee or subcommittee, as the case may be, After establishing that there is a quorum is physically present at a meeting where a member of the County board desires to attend electronically, the presiding officer shall state that (i) a notice was received by a member of the County Board in accordance with these Rules, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded, and approved by two-thirds of the members of the County Board physically present at the meeting. If no such motion is made and seconded or if any such motion fails to achieve the required vote by the members of the County Board physically present at the meeting, then the request by the member to attend the meeting electronically shall be deemed approved by the County Board and the presiding officer shall declare the requesting member present. After such declaration by the presiding officer, the question of a member's electronic attendance may not be reconsidered. For the meeting to continue there shall always need to be a quorum physically present.

5.21-5 The member participating remotely shall be considered an off-site participant and counted as present by means of audio conference for that meeting if the member is allowed to participate. The meeting minutes shall reflect and state specifically whether each member is physically present, present by audio means.

5.21-6 Protocol and Procedures: In all meetings involving remote attendance, the Presiding Officer shall inform all physically at the meeting of the intent to initiate a remote communication.

(A) The Presiding Officer shall confirm and announce to all that all present in the meeting room and in the remote location(s) can clearly hear all other parties. The County Clerk or recording secretary shall record such confirmation. The Clerk or recording secretary shall record the beginning and ending times of each such remote communication.

5.21-6(continued)

(B) In the event that the remote communication link is broken or significantly degraded such that it no longer meets the full requirements of this section, the Presiding Officer shall confirm the loss of service and announce the close of the remote attendance. The attendance of the remote party shall be at an end. The Clerk shall record the time of such closure.

(C) Requirements of the System(s): Any such communications systems utilized shall reliably permit all persons attending - whether they are physically in the County Board's Committee or Sub-Committee Meeting Room or in remote location(s) - to be clearly heard by all others and to clearly hear all audio content of the meeting;

(D). Maintenance of Public Record: Audio recordings of proceedings under this section shall be maintained for the public record as required by law.

(E) The member permitted to participate remotely shall be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to the Rules of the County Board of McLean County. The remote member shall be heard, considered and counted as to any vote taken. Accordingly, the name of any remote member shall be called during any vote taken , and his or her vote counted, recorded and placed in the minutes for the corresponding meeting. A member participating remotely may also leave a meeting and return as in the case of any member. If the Chairman of the County Board or the Chairman of a Committee or Sub-Committee attends by remote means, he/she may participate as a member, but the Vice Chairman if physically present in the Meeting Room shall be the presiding officer to best facilitate an orderly and efficient process. If neither the Chairman or Vice Chairman are physically present, the Clerk or recording secretary shall convene the meeting and the members present shall choose one of their members as temporary Chairman.

5.21-7 The County should attempt to initiate the phone call for purposes of audio conference. If it is necessary, a member participating remotely via long distance telephone shall be reimbursed for the cost of the telephone call upon a valid receipt being shown. Any other costs associated with remote participation, including other audio equipment, shall be subject to approval of the McLean County Board.”

3. That Section 5.21 and 5.21-1 shall be re-numbered 5.22 and 5.22-1 respectively.
4. That Section 5.22 shall be re-numbered 5.23.
5. That Section 5.23 shall be re-numbered 5.24.
6. That Section 5.24 shall be re-numbered 5.25.
7. That in the “ADOPTED” clause, delete “3rd” and replace with “16th”; delete “December 2012” and replace with “April, 2013”.

This section and the amendments made by this section--
(1) shall take effect upon adoption; and

(2) are repealed as of the date that is six months after that date.

ADOPTED by the McLean County Board this _____ day of _____,
2013.

ATTEST:

APPROVED:

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

Matt Sorenson, Chairman
McLean County Board



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: Honorable Chairman Benjamin Owens and Members, Finance Committee

FROM: Hannah Eisner, Assistant County Administrator

DATE: March 28, 2013,

RE: Critical Personnel Hiring Requests

The following is a list of critical personnel position requests which have been received by the County Administrator's Office since March 28, 2013. All positions listed below are budgeted and funded through the end of FY 2013.

Circuit Clerk

- 1) Request to fill 1.0 FTE Accounting Specialist II position.

The termination of 1.0 FTE Accounting Specialist II has created a vacancy in the Circuit Clerk's Accounting Division. The vacated position oversees Restitution – in brief, prepares daily deposits for adult and juvenile restitution accounts; creates new restitution accounts in EJS; maintains records of monies paid by defendants and monies paid and owed to victims; distributes monies weekly to victims and refunds to defendants as needed; generates reports necessary for daily balancing and auditing purposes; prepares letters; re-issues checks; completes the Child Support bank reconciliation; other accounting tasks. With the reduction of staff in recent years, the work for this position cannot be redistributed to remaining staff.

Sheriff

- 1) Request to fill 1.0 FTE Correctional Officer

The resignation of a corrections officer has created a vacancy in the Sheriff's office. The Sheriff's budget includes funds for 48 FTE correctional officers. There are currently 48 correctional officers on staff and the resignation would reduce that number to 47. The jail must have 48 correctional officers to maintain minimum staffing for all shifts. This position must be filled to maintain jail security.

Auditor's Office

- 1) Request to Fill a 1.0 FTE Staff Accountant position that has been vacated

The resignation of the Staff Accountant has created a vacancy in the Auditor's Office. The Auditor had a 1.0 FTE professional staff position reduction in 2010 budget cycle and another 1.0 FTE professional staff position reduction in the May, 2010 budget cuts. The workload of the 2.0 FTE reductions was redistributed between the County Auditor and the Staff Accountant. This position performs functions including but not limited to: Grant Oversight, internal auditing, maintaining vendor files and the annual processing of 1099's, as well as assisting with end-of-year responsibilities of the Auditor's Office. This position performs programmatic supervision and has departmental supervisory responsibilities in the absence of the Auditor. This position is necessary to provide sufficient personnel to maintain critical staffing levels.

Nursing Home

- 1) The following positions were vacated and refilled pursuant to the patient care exemption: 2.0 FTE Certified Nursing Assistant, 2.0 FTE Domestic Services Assistant I and 1.0 FTE Building Maintenance Worker.



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

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth Robb. County Administrator Bill Wasson
Date: March 22, 2013
Re: Grant Application Request

I am writing to request the authorization to apply for a grant through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. A three year grant award for Smart Probation funding up to \$250,000 per year is available with a deadline for application being May 9, 2013.

The goal of this program is to develop and test innovative strategies and to implement evidence-based probation approaches that increase community safety and reduce violent crime by effectively addressing individuals' risk and needs and reduce recidivism. Objectives of the grant may include:

- Improve supervision strategies that will reduce recidivism
- Promote and increase collaboration among agencies and officials who work in probation, pre-trial, law enforcement, treatment, reentry and related community corrections fields
- Develop and implement strategies for the identification, supervision, and treatment of "high risk/high needs" probationers that may serve as a model for other agencies throughout the nation
- Develop and implement strategies to identify and enroll uninsured probationers into Medicaid, or other insurance through health exchanges, and to connect them to treatment providers as appropriate
- Objectively assess and/evaluate the impact of innovative and evidenced-based supervision and treatment strategies
- Demonstrate the use and efficacy of evidence-based practices and principles to improve the delivery of probation supervision strategies and practices.

I would foresee that this proposal would be a collaborative effort including those entities that are members of the Criminal Justice Coordinating Council, as well as partnering with a research organization that has demonstrated expertise in conducting work of this type.

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Court Services		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Bureau of Justice Administration		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 16.812 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: End:
Grant Title: Smart Probation: Reducing Prison Populations, Saving Money and Creating Safer Communities			
Grant Amount: \$250,000 (per 3 year period)		Grant Funding Method: <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$N/A Overmatch: \$N/A		Expected Initial Receipt Date:	
Grant Total Amount: \$250,000		Source of Matching Funds (if applicable):	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>1.5</td> </tr> <tr> <td>Personnel Cost</td> <td>\$66,500</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$21,000</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$87,500</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$150,000</td> </tr> <tr> <td>Equipment</td> <td>\$2,500</td> </tr> <tr> <td>Other</td> <td>\$10,000</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$162,500</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$250,000</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1.5	Personnel Cost	\$66,500	Fringe Benefit Cost	\$21,000	Total Personnel Cost	\$87,500	Additional Expenses		Subcontractors	\$150,000	Equipment	\$2,500	Other	\$10,000	Total Additional Expenses	\$162,500	GRANT TOTAL	\$250,000	Description of equipment to be purchased: surface tablets Description of subcontracting costs: Peer mentoring, clinical services, on-going evaluation of new strategies and tools that would be tested through this initiative. Other requirements or obligations:	
Grant Expense Chart																											
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GRANT TOTAL	\$250,000																										

Responsible Personnel for Grant Reporting and Oversight:

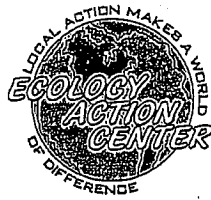
Don A McCoen 3/27/13
Department Head Signature Date

[Signature] 3/27/13
Grant Administrator/Coordinator Signature (if different) Date

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date

Form Date: 4/21/06

202 W. College Avenue
Normal, Illinois 61761-2552



www.ecologyactioncenter.org
Phone: 309-454-3169 • Fax: 309-454-7508

March 18, 2013

Philip Dick
McLean County Department of Building and Zoning
115 East Washington Street, Room M102
Bloomington, IL 61702-2400

Dear Phillip Dick:

On behalf of the McLean County Solid Waste Management Technical Committee, I would like to submit the following resolution to the Land Use Committee of the McLean County Board, which was approved by the Solid Waste Management Technical Committee at their meeting on March 5, 2013.

The resolution will designate \$2,400 for McLean County Schools Recycling Grants and \$16,000 for the ongoing Household Battery Recycling Program.

In addition, please find enclosed the Fourth Quarter 2012 Solid Waste and Recycling Education Report for McLean County and the 2012 Annual Solid Waste And Recycling Report. These reports details efforts by the Ecology Action Center to provide solid waste and waste reduction education services to residents of the County of McLean, the City of Bloomington, and the Town of Normal.

Sincerely,

A handwritten signature in cursive script that reads "Michael Brown".

Michael Brown
Executive Director

Enclosures

INTERGOVERNMENTAL AGREEMENT
FOR STREET SWEEPING AND GRAVEL SHOULDER MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made and enter into on this 16th day of April, 2013, by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the "City") and MCLEAN COUNTY, a political subdivision of the State of Illinois (the "County"), in the County of McLean, State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City of Bloomington and County of McLean County (sometimes collectively referred to herein as the "Parties") are units of local government;

WHEREAS, Bloomington does not own the equipment to provide gravel shoulder maintenance to city-owned and maintained streets, and Bloomington desires to contract with McLean County to perform gravel shoulder maintenance to city-owned and maintained streets.

WHEREAS, the County does not own the equipment to sweep and pick up the debris on its curbed sections of county-owned and maintained streets, and McLean County desires to contract with the City to perform street sweeping maintenance of county-owned and maintained streets;

WHEREAS, McLean County has the necessary equipment and labor to provide gravel shoulder maintenance;

WHEREAS, the City has the necessary equipment and labor to provide street sweeping maintenance;

WHEREAS, the City has offered to reimburse the McLean County for its costs to maintain gravel shoulder on city-owned and maintained streets under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County has offered to reimburse the City for its costs to perform street sweeping operations of county-owned and maintained streets under and pursuant to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County hereby agree and covenant as follows:

1. SERVICES

- A. The County agrees to provide equipment and labor for gravel shoulder maintenance on city-owned and maintained streets upon request from the City. For and during any period that the County is performing the requested services for the City, such services shall, except as otherwise noted, be under the authority and direction of the County and the County shall have all the powers of the City necessary to perform these services.
- B. The City agrees to provide equipment and labor for street sweeping maintenance on county-owned and maintained streets upon request from the City. For and during any period that the City is performing the requested services for the County, such services shall, except as otherwise noted, be under the authority and direction of the City and the City shall have all the powers of the County necessary to perform these services.
- C. All requests for services shall be in written form and signed by the County Engineer or his/her authorized representative in the case of services requested by the County and the City Engineer in the case of services requested by the City. The County will provide all traffic control required on County-owned and maintained streets and the City will provide all traffic control required on City-owned and maintained streets.
- D. Each party will provide services for the other in accordance with its regular schedule for performance of such work and as weather and road conditions permit.

2. REIMBURSEMENT. The parties have agreed to reimburse each other for the services provided on a time and materials basis for all labor and equipment expenses using the most current revision of the Illinois Department of Transportation's "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT EXPENSE" and the most current index factor as issued by the Illinois Department of Transportation for all labor and equipment. The City hereby agrees to reimburse the County for expenses incurred by the County in connection with providing the requested services for the City within thirty (30) days after receipt of billing. The County hereby agrees to reimburse the City for expenses incurred by the City in connection with providing the requested services for the County within thirty (30) days after receipt of billing.

3. **LIABILITIES.** Each Party shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers compensation claims, damages to or destruction of equipment arising out of or in connection with furnishing the requested services for the other Party under this agreement and shall hold the other Party harmless from any such claim(s).
4. **DISPUTE RESOLUTION.** City and County agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of the Agreement. To the end, if a dispute cannot be resolved by the administrative staff of the resulting parties, then the City Manager shall meet the County Administrator in an attempt to resolve the dispute. If Parties cannot reach a resolution through this method, then they agree to submit to mediation through a recognized third-party mediator.

In the event the Parties cannot resolve the dispute through third-party mediation, the Parties hereby agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

5. **NOTICES.** All notices or communications provided for herein shall be in writing and shall be delivered to City or County either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
 Public Works Department
 115 E. Washington Street
 P.O. Box 3157
 Bloomington, Illinois 61702-3157
 Attn: City Engineer

County:

McLean County
 102 S. Towanda Barnes Road
 Bloomington, Illinois 61705
 Attn: County Engineer

6. **ASSIGNMENTS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other party.
7. **TERM.** This Agreement shall remain in force and effect for a period of ten years from the date of its execution, subject to paragraph 9.
8. **TERMINATION.** Either the City or County may terminate this agreement by providing the other party sixty (60) calendar day advance written notice.
9. **AMENDMENTS.** This agreement sets forth the complete understanding between the City and County, and any amendments hereto to be effective must be in writing.

WITNESSETH WHEREOF, the City of Bloomington, an Illinois home rule municipal incorporation, and the County of McLean County, a political subdivision of the State of Illinois, have caused this Agreement to be signed in duplicate originals, each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date first hereinabove set forth.

City of Bloomington, an Illinois home-rule municipal corporation

By: _____
Stephen F. Stockton, Mayor

Attest: _____
Tracey Covert, City Clerk

Date: _____

County of McLean County, a political subdivision of the State of Illinois

By: _____
Matt Sorensen, County Chairman

Attest: _____
Kathy Michael, County Clerk

Date: _____