

Proceedings
of the
County Board
of
McLean County,
Illinois

September 17, 2013

*Subject to approval at
October 15, 2013
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (September 17, 2013)	1
Consent Agenda	2-42
County Highway Department	4-27
Transfer	28
Other Resolutions, Contracts, Leases, Agreements, Motions	29-39
Appointments and Reappointments	40-42
Executive Committee	43-87
Contract – MPA – Interim Management Services at McLean County Nursing Home	43-87
Transportation Committee	87
Land Use and Development Committee	87
Property Committee	88-106
Amendment – Lease Agreement – PBC/McLean County/City of Bloomington	88-106
Justice Committee	107
Interlocal Agreement – City of Bloomington/Normal/McLean County – JAG Grant	107-110
Emergency Appropriation – FY 2013 Budget – Computers – Circuit Clerk	111
Emergency Appropriation – FY 2013 Budget – Adult and Juvenile Redeploy Grant – Dept 0022	112-117
Finance Committee	117
Report of the County Administrator	117-128
Other Business and Communication	128
Approval of Bills	129
Adjournment	130

September 17, 2013

The McLean County Board met on Tuesday, September 17, 2013 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members John McIntyre, Sondra O'Connor, Ben Owens, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Richard Buchanan, William Caisley, Don Cavallini, Chuck Erickson, George Gordon, Victoria Harris, Stan Hoselton, and Matt Sorensen.

The following Members were absent:

Sally Pyne and Julie Brandt.

Appearance by Members of the Public and County Employees:

Chairman Sorensen introduced Katie Novak and Melanie Shellito. Ms Novak talked about Green Top Grocery looking to find a location in McLean County and gave a brief overview of what a "cooperative grocery store" is and does. She also discussed the benefits of healthy eating and supporting local farmers and local business. Ms Shellito dispelled many myths about a cooperative grocery stores.

Consent Agenda:

Chairman Sorensen removed item E1b from the Consent Agenda. The amended Consent Agenda follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, August 20, 2013
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of McLean-Livingston County Line Joint Drainage Structure
 - a) 2013 Lawndale RD – Indian Grove RD Non-MFT Joint Bridge – 2600 North Rd
 - 2) Request Approval of Engineering Services Agreement – HLR (Hampton, Lenzini, & Renwick, Inc)
 - a) Lawndale RD – Indian Grove RD Joint Bridge – Heins Bridge Sec 13-20125-00-BR
 - 3) Request Approval of Old Town RD (Road District) Joint Culvert Supplemental Petition
 - a) 2013 Old Town RD Non-MFT Joint Culvert #1 – 2000 East Rd
 - 4) Request Approval of County Highway 27 Resurfacing – South Downs Road Sec 13-00178-01-RS
 - a) Highway Fund Resolution
 - 5) Request Approval of County Highway 23 Ditch Regrading – Meadows Road Sec 12-00005-03-DR
 - a) Utility Relocation Agreement – Nicor Gas
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - None
 - 2) Subdivision Cases:
 - None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Justice Committee
 - a) Request Approval of Loomis Armored US, LLC Agreement Amendment – Circuit Clerk
 - b) Request Approval of SAMHSA Grant, Sub-Contract Agreement Clinician Services – Court Services
 - 2) Finance Committee
 - a) Request Approval of a Resolution Authorizing the Chairman of the McLean County Board to Execute a Deed of Reconveyance on PIN 12-07-251-008 – Treasurer’s Office

- b) Request Approval of a Resolution
Authorizing the Chairman of the McLean County
Board to Execute a Deed of Reconveyance
on PIN 22-28-102-005 – Treasurer’s Office

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

1) REAPPOINTMENTS:

EAST CENTRAL ILLINOIS AGENCY ON AGING

Ms. Ruth Ann Lipic
18273 Teepee Trail
Hudson, IL 61748
(Three-year term to expire September 30, 2016)

PUBLIC BUILDING COMMISSION OF McLEAN COUNTY

Mr. John L. Morel
101 North Bellemont Road
Bloomington, IL 61701
(Five-year term to expire on October 1, 2018)

2) APPOINTMENTS:

HINTHORN CEMETERY DISTRICT

Mr. Jason Farrell
5 Gregory Ln.
Lexington, IL 61753
(To complete a Five-year term to expire on September 30, 2017)

HINTHORN CEMETERY DISTRICT

Mr. Jon Wilson
107 W. 8th St.
Gridley, IL 61744
(To complete a Five-year term to expire on September 30, 2017)

3) RESIGNATIONS

HINTHORN CEMETERY DISTRICT

Mr. Norman Wilson
17864 E. 2775 North Rd.
Gridley, IL 61744

Co Clerk

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
APPROPRIATING FUNDS FOR THE CONSTRUCTION OF A DRAINAGE STRUCTURE
ON THE MCLEAN-LIVINGSTON COUNTY LINE
(McLean County Rural Reference No. 3596E, 2600N)

WHEREAS, a drainage structure needs to be constructed on the McLean-Livingston County Line (2600N) between Section 1 in Lawndale Township, McLean County, and Section 31 in Indian Grove Township, Livingston County; and,

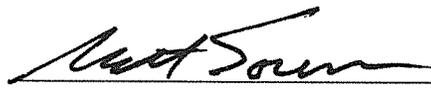
WHEREAS, McLean County and Livingston County are wholly responsible for the construction of said drainage structure under Section 605 ILCS 5/5-503 as the required structure has a required opening greater than twenty-five (25) square feet; and,

WHEREAS, McLean County will cause plans to be made as required, and McLean County will contract for the construction of the drainage structure and bill Livingston County for their share in accordance with the aforementioned Statute; and,

WHEREAS, the total estimated cost of the project is Two Hundred Seventy-Five Thousand and no/100's Dollars (\$275,000.00).

THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Hundred Thirty-Two Thousand Four Hundred Thirty and 00/100's Dollars (\$232,430.00) (84.52%) from the County Bridge Fund to pay for McLean County's share of the cost of this project.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

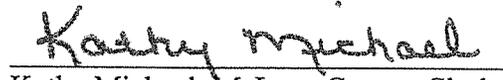


Matt Sorensen, Chairman McLean County Board

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 monthly meeting held at Bloomington, Illinois, on September 17, 2013.

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 September, 2013.

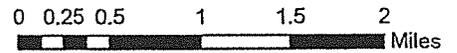
(SEAL)



Kathy Michael, McLean County Clerk

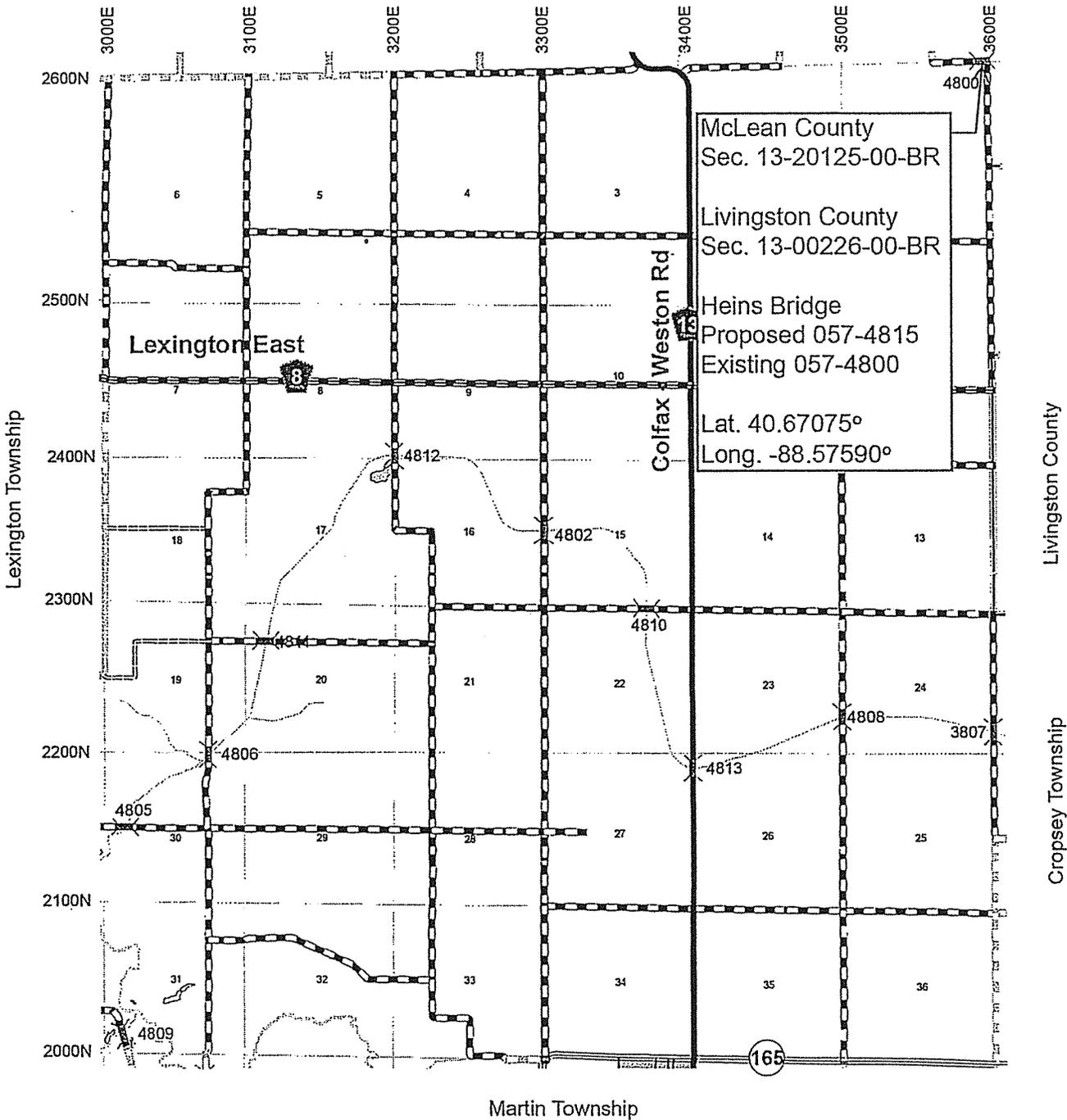
Lawndale Township

T25N R5E



1 inch equals 1 mile

Yates Township



Legend	County Highways:	Lawndale Township:	Surrounding Townships:	Other Roads:
Sections	Hotmix	Hotmix	Hotmix	IDOT
Bridges	Oil & Chip	Oil & Chip	Oil & Chip	Neighbor County
Railroad	Gravel	Gravel	Gravel	
Stream	Dirt	Dirt	Dirt	

PRELIMINARY ENGINEERING SERVICES AGREEMENT

	<u>LOCAL AGENCY</u>		<u>CONSULTANT</u>
County:	McLean	Name:	Hampton, Lenzini and Renwick, Inc.
Township:	Lawndale	Address:	3085 Stevenson Drive, Suite 201
Section:	13-20125-00-BR/ 13-00226-00-BR	City:	Springfield
		State:	Illinois, 62703

THIS AGREEMENT is made and entered into this 17th day of ~~September~~ September, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name Heins Bridge Length 0.10 mile

Structure No. 057-4800 (Existing) 057-4815 (Proposed)

Location along McLean/ Livingston County & Lawndale / Indian Grove Township Lines
2600N, 3600E Section 1, T 25 N, R 5 E, 3rd P.M., 7 miles north of Colfax

Description: Design and plan preparation of concrete box culvert, guardrail, and improved aggregate roadway approaches.

DEFINITION

DEPARTMENT.....McLean County Highway Department

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 improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) 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.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or ~~Channel Change sketch~~, Utility plan and locations and ~~railroad crossing work agreements~~.
 - f.(X) 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.(X) 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.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.

- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and 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 this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans 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. The 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 the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, 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 paragraphs 1a and 1b. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for these services listed above shall be \$26,000.

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.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$172.00
Engineer Specialist	163.00
Engineer 9	156.00
Engineer 8	147.00
Engineer 7	136.00
Engineer 6	123.00
Engineer 5	111.00
Engineer 4	107.00
Engineer 3	101.00
Engineer 2	91.00
Engineer 1	78.00
Technician 7	110.00
Technician 6	94.00
Technician 5	88.00
Technician 4	75.00
Technician 3	70.00
Technician 2	61.00
Technician 1	49.00
Clerical 2	77.50
Clerical 1	52.50
Accountant	87.00

2. To pay for all services stipulated under paragraph 1h of THE ENGINEER AGREES at the hourly rates stipulated herein for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, 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 paragraphs 1h. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The work under this section will not be subject to an upper limit due the nature of the work proposed. The scope and cost of this item will be discussed with the LA, before the ENGINEER begins this work.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
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 thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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 at the hourly rates set forth under paragraph 1 above. 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.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the 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 drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

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

Executed by the LA:

McLean County of the State of Illinois,
acting by and through its County Board

ATTEST:

By Kathy Michael
County Clerk

By Matt Soren

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Michael D. Carra
Vice President

By Steven Megginson
Vice President

(SEAL)

EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven W. Megginson
Signature of Authorized Representative

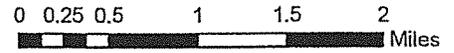
Steven W. Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

8/20/2013
Date

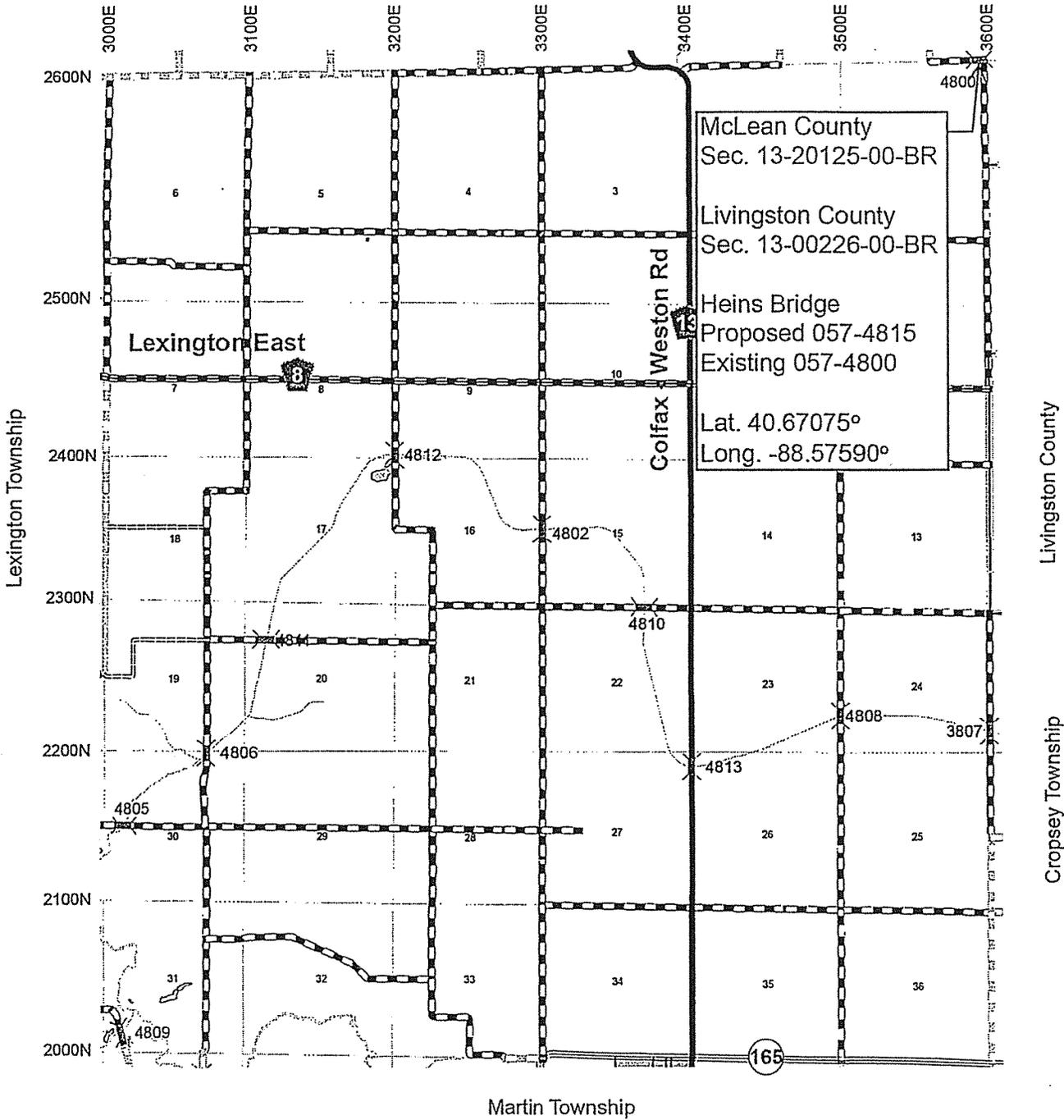
Lawndale Township

T25N R5E



1 inch equals 1 mile

Yates Township



McLean County
Sec. 13-20125-00-BR

Livingston County
Sec. 13-00226-00-BR

Heins Bridge
Proposed 057-4815
Existing 057-4800

Lat. 40.67075°
Long. -88.57590°

Legend	County Highways:	Lawndale Township:	Surrounding Townships:	Other Roads:
Sections	Hotmix	Hotmix	Hotmix	IDOT
Bridges	Oil & Chip	Oil & Chip	Oil & Chip	Neighbor County
RailRoad	Gravel	Gravel	Gravel	
Stream	Dirt	Dirt	Dirt	

Clerk

BRIDGE CONSTRUCTION PETITION

Sec. 2013 Old Town RD Non-MFT Joint Culvert #1
(Supplemental)

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

2013 Old Town RD Non-MFT Joint Culvert #1 Drainage Structure, located 575' north of the Briarwood Way (960N) on 2000E.

Ladies and Gentlemen:

Old Town Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located on the East line of SE ¼ of NE ¼ of Section 29, T23N, R3E of the 3rd P.M., Old Town Road District.

That of the funds appropriated at the November 2012 meeting of the McLean County Board, an additional \$27,500.00 be used as the County's share of the cost of this structure.

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

Old Town Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$160,000.00 and the present structure is inadequate.

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

Respectfully submitted.

Paul Reynolds
Highway Commissioner
Old Town Road District

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

Date: 8/28/2013

ATTEST

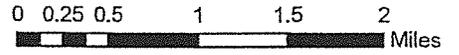
[Signature]
Mr. Matt Sorensen, Board Chairman

Date: September 17, 2013

Kathy Michael
Kathy Michael, McLean County Clerk

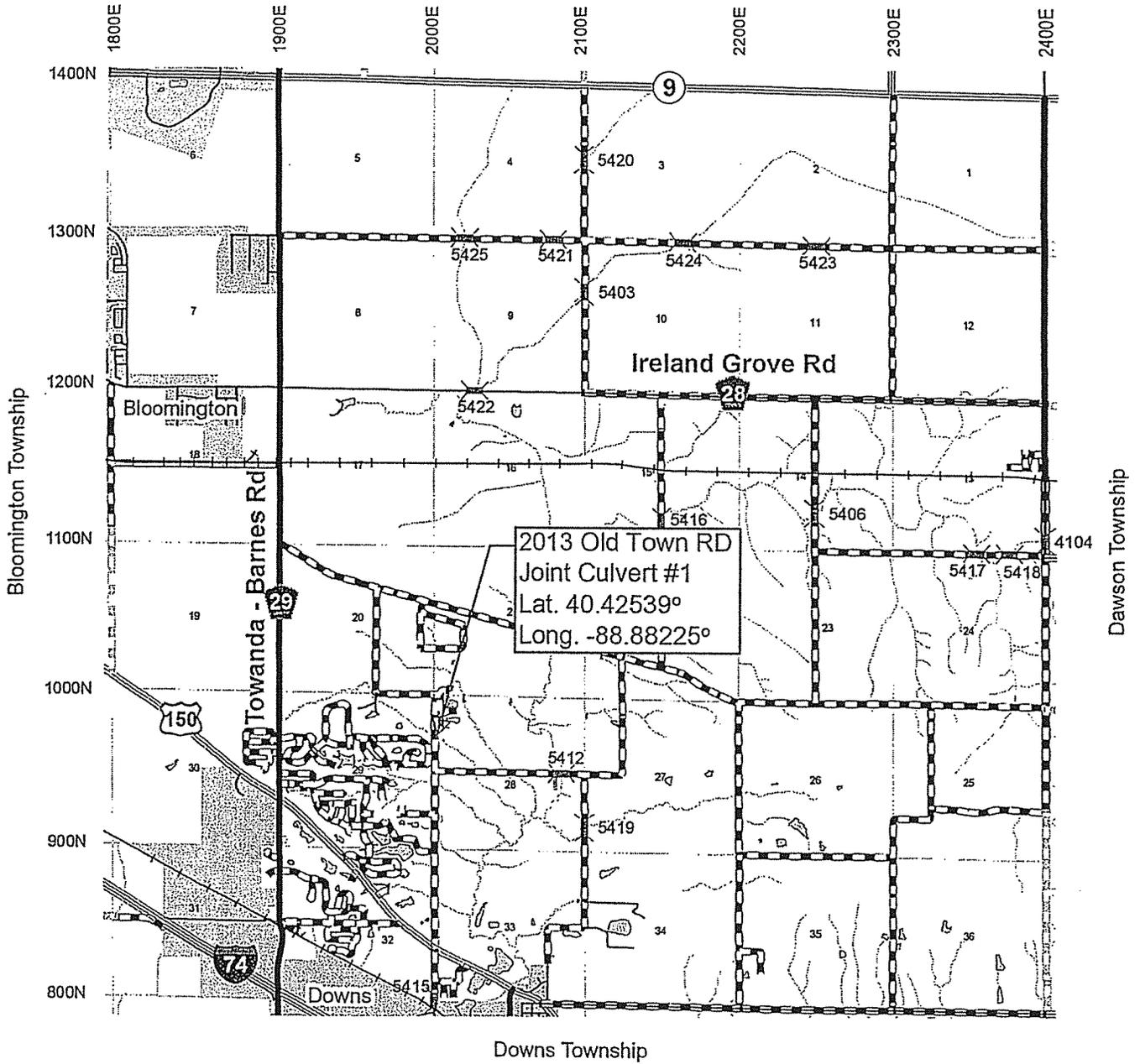
Old Town Township

T23N R3E



1 inch equals 1 mile

Towanda Township



Legend

Sections	County Highways:	Old Town Township:	Surrounding Townships:	Other Roads:
Sections	Hotmix	Hotmix	Hotmix	IDOT
Bridges	Oil & Chip	Oil & Chip	Oil & Chip	Village of Downs, City of Bloomington or Private Road
RailRoad	Gravel	Gravel	Gravel	Neighbor County
Stream	Dirt	Dirt	Dirt	



McLean

South Downs Road(13-00178-01-RS)-Highway

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) 27, beginning at a point near the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 4, T22N, R3E, of the 3rd P.M. (County Highway 36 in Downs) and extending along said route(s) in a(n) Easterly direction to a point near the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 4, T22N, R3E, of the 3rd P.M., a distance of approximately 500 feet (0.09 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the resurfacing of the roadway with the use of hot-mix asphalt binder and surface, aggregate shoulders, and other miscellaneous related items.
(Describe in general terms)

and shall be designated as Section 13-00178-01-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 Fifty Thousand dollars, (\$50,000.00)

from the County Highway Fund levy for the engineering and construction of this improvement.

Matt Sorensen
Matt Sorensen, Chairman – McLean County Board

Approved
Date
Department of Transportation
Regional Engineer

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 September 17, 2013
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 17th day of Sept A.D. 2013
(SEAL) Kathy Michael County Clerk

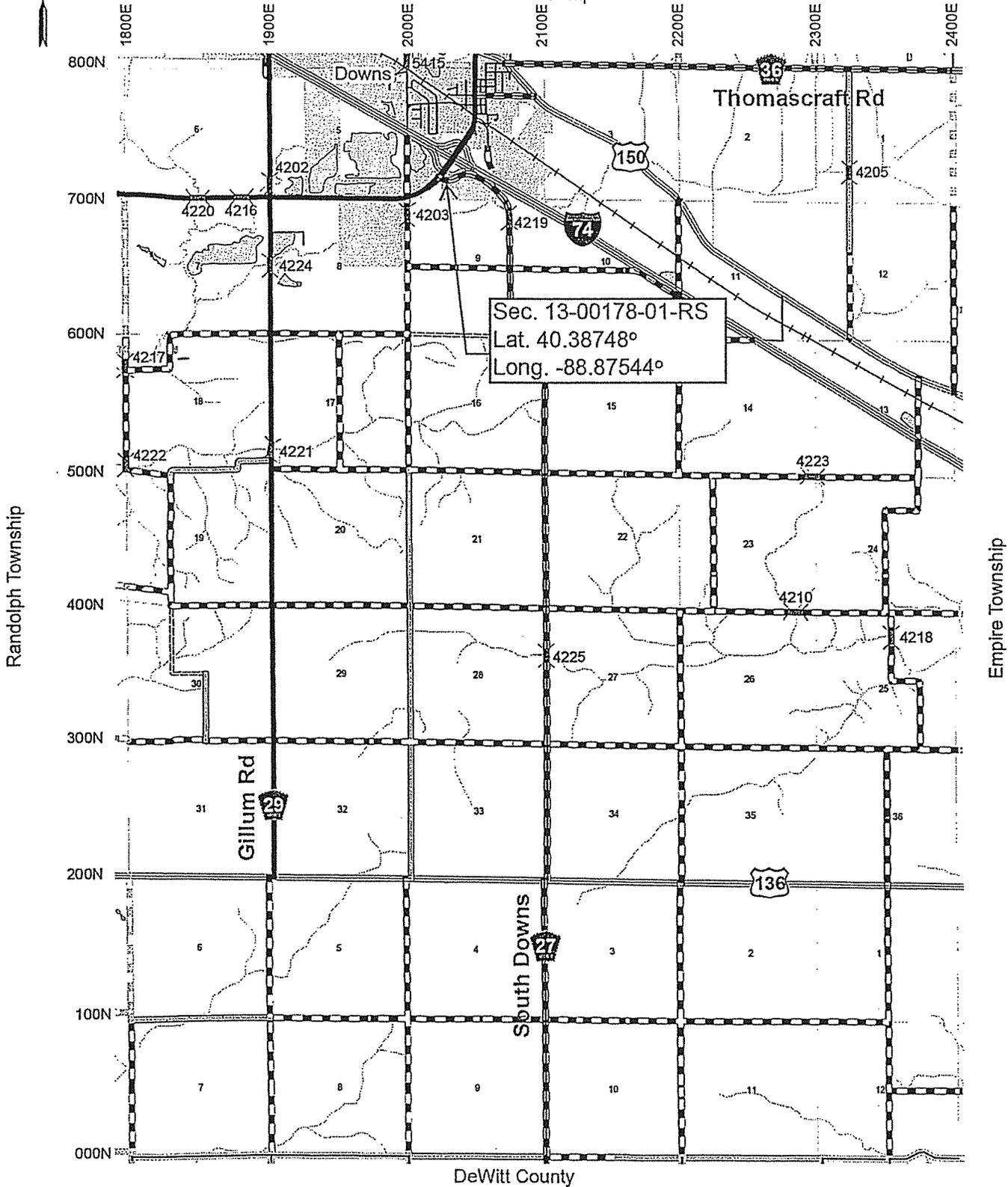
Downs Township

T21N T22N R3E

Old Town Township

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile



Legend	County Highways:	Downs Township:	Surrounding Townships:	Other Roads:
Sections	Hotmix	Hotmix	Hotmix	IDOT
Bridges	Oil & Chip	Oil & Chip	Oil & Chip	Village of Downs
Railroad	Gravel	Gravel	Gravel	Neighbor County
Stream	Dirt	Dirt	Dirt	

Collen K

RELOCATION AGREEMENT

This Agreement is made this 22 day of AUGUST, 2013 between COUNTY OF MCLEAN, a body politic and corporate, with offices at 102 S. Towanda-Barnes, Bloomington, Illinois (the "COUNTY") and NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY, licensed to do business in the State of Illinois, with offices at 1844 Ferry Road, Naperville, Illinois 60563 (the "COMPANY")

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements to CH 23 (Meadows Road) between STA 100+00 to STA 119+00 and STA 129+00 to STA 131+50 in Lexington, Illinois (hereinafter referred to as the "PROJECT"), and

WHEREAS, in order to allow for the road improvements, the COUNTY desires COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans 140181 / 340181 / 440181 (hereinafter referred to as "WORK") attached hereto by reference thereto, and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$220,000.00 and

WHEREAS, the cost of relocating said facilities has been determined to be eligible for reimbursement to COMPANY, with the COUNTY responsible for 100 % of the actual cost of the WORK; and

WHEREAS, COMPANY is willing to relocate its facilities in such manner provided that the COMPANY is assured rights to reimbursement for the cost of the WORK and future costs the COMPANY may incur if the COMPANY is required to make any future relocation or adjustment to the Relocated Facilities; and

WHEREAS, the COUNTY is willing to commit to provide COMPANY such reimbursement rights.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and Agreements as hereinafter contained, the parties hereto agree as follows:

INCORPORATION

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

SCOPE OF WORK

COMPANY shall provide the COUNTY with detailed drawings for the WORK (including surveys and other engineering services), and any required specifications for the relocation and protection of its facilities.

COMPANY then shall protect and or relocate its facilities in substantial accordance with the drawings and specifications.

COMPANY shall complete the WORK within **90 days** after this Agreement is executed by both parties.

FORCE MAJEURE

COMPANY will not be held liable for failure to complete the WORK within 90 days if such failure is due to a Force Majeure Event. A "Force Majeure Event" means an act of war; domestic and/or international terrorism; civil riots or rebellions; quarantines, embargoes and other similar unusual governmental actions; or extraordinary elements of nature or acts of God; provided that such Force Majeure Event is beyond the COMPANY's reasonable control and could not have been prevented by the COMPANY's reasonable diligence.

COMPENSATION

The total preliminary estimated cost of the work is \$220,000.00 with the COUNTY responsible for 100 % of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
CH 23 (Meadows Road)	\$220,000.00	140181 / 340181 / 440181

If the actual cost may exceed the estimated cost, COMPANY shall provide advance notice to the COUNTY of the anticipated exceedence. COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement of its portion of the costs, including overhead costs. The COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 60 days of receipt of statement.

MODIFICATION OR AMENDMENT

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

ENTIRE Agreement

This Agreement, including matters incorporated herein, contains the entire Agreement between the parties.

There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which shall constitute the same instrument.

In event of any conflict between the terms or conditions of this Agreement and terms or conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Agreement shall be binding upon the parties hereto, their successors and assigns.

SEVERABILITY

In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

NOTICES

Any required notice shall be sent to the following addresses and parties:

Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563-9600
ATTN: Dan Fox, Managing Director - Engineering

McLean County Highway Department
102 S. Towanda-Barnes
Bloomington, Illinois 61704
ATTN: Eric Schmitt, County Engineer

All notices required to be given under terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United Postal Service. Each party may designate a new location for service of notification by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth herein.

INDEMNIFICATION

The COMPANY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the COMPANY'S negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-90. The COUNTY'S participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

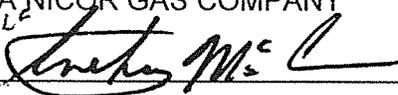
COMPANY'S indemnification of COUNTY shall survive the termination, or expiration, of this Agreement.

The COUNTY agrees to assume all risk or liability for damage to any property or facilities of the COMPANY resulting from the COUNTY's activities upon COMPANY's right-of-way. The COUNTY further agrees to indemnify, defend and hold harmless the COMPANY, its officials, officers, employees, and agents from and against any and all liability, claims, suits, actions and proceedings, including costs, fees and expense of defense arising from damages to property or injury to or death of any person resulting from the COUNTY's activities upon the COMPANY's right-of-way or in any way arising from County's acts or omissions unless such damage, injury or death results from the COMPANY's negligence.

COUNTY'S indemnification of the COMPANY for claims arising from or during the WORK shall survive the termination, or expiration, of this Agreement.

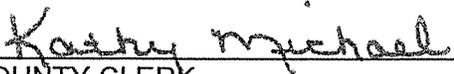
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

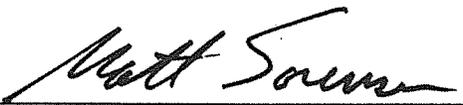
EXECUTED by COMPANY, this 30 day of August, 2013.

NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY
GNS DLE
By: 

ADOPTED by the MCLEAN COUNTY BOARD, this 17th day of September, 2013.

ATTEST


COUNTY CLERK


CHAIRMAN, MCLEAN COUNTY BOARD

**NICOR GAS COMPANY ESTIMATE FOR COST
INCURRED DUE, TO REVISION OF EXISTING FACILITIES
IN CONNECTION WITH PUBLIC IMPROVEMENTS**

LOCATION: Work Order 440181
Meadows Road - CH 23

DESCRIPTION OF WORK: Relocation of approximately 170ft of 3in MOP and 1,985ft of 6in Gas Main

AGENCY: McLean County: Section # 12-00005-03-BR

WORK ORDER NO.	Permanent Facilities	Retirement Facilities
1. Contractor Charges (Contractor Costs + Additions to Contract)	132,508.34	4,776.32
2. Company labor	2,700.96	1,447.36
3. Material (Material + P.O. (if applicable))	11,174.84	315.04
4. SUB TOTAL	\$ 146,384	\$ 6,539
5. Engineering 0.12 of line 4	17,566.10	0.00
6. Employee Benefits 0.93 of line 2	2,511.89	0.00
7. Transportation 0.66 of line 2	1,782.63	0.00
8. Material handling 0.14 of line 3	1,564.48	0.00
9. Indirect departmental costs 0.24 of line 4	35,132.19	0.00
10. Administrative Overhead 0.02 of line 4	2,927.68	0.00
11. TOTAL	207,869.12	6,538.72
12. TOTAL REIMBURSEMENT	\$ 220,000	

Relocation of approximately 170ft of 3in MOP and 1,985ft of 6in Gas Main

Investment Work Order Charges - 140181

<u>Company Labor</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Pressure - Mech.	16	Hour	\$29.56	\$472.96
Pressure - Tech.	16	Hour	\$29.56	\$472.96
Utility Inspector	56	Hour	\$31.34	\$1,755.04
			<u>subtotal</u>	<u>\$2,700.96</u>

<u>Contractor Costs</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item 4 in STL	170	Ft.	\$10.98	\$1,866.60
Work Item 6 in PE	1985	Ft.	\$15.46	\$30,688.10
Work Item 4-Man Crew w/ Equipment	160	Hours	\$99.33	\$15,892.80
			<u>subtotal</u>	<u>\$48,447.50</u>

<u>Additions to Contract</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item 41132 PCF std procedure 3 & 4 in	2	Each	\$833.92	\$1,667.84
Work Item 41133 PCF std procedure 6 in	2	Each	\$966.88	\$1,933.76
Work Item 61212 Fittings in excess of 1 per 200ft stl 4"	3	Each	\$72.52	\$217.56
Work Item C1 Tap-4"	2	Each	\$1,229.24	\$2,458.48
Work Item C1 Tap-6"	2	Each	\$1,229.24	\$2,458.48
Work Item Environmental	1	Lump Sum	\$1,000.00	\$1,000.00
Work Item Temp Seeding and Erossion Control	25,000	S.F.	\$0.75	\$18,750.00
Work Item Trench Backfill	150	C.Y.	\$150.00	\$22,500.00
Work Item Work Area Proctection	15	Day	\$350.00	\$5,250.00
Work Item Trench box	1	Lump Sum	\$3,500.00	\$3,500.00
Work Item Silt Fence	280	L.F.	\$8.00	\$2,240.00
Contract Contingency (applied to Value = Contractor Costs + Additions to Contract)	1	Each	20%	\$22,084.72
			<u>subtotal</u>	<u>\$84,060.84</u>

<u>Material</u>	<u>Item #</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
	213.02	ANODE INST'N ON NEW PIPE, NO TEST CONN.	2	Each	\$68.94	\$137.88
	213.04	ANODE INST'N ON EXISTING, NO TEST CONN.	4	Each	\$68.94	\$275.76
	714.31	WIRE CONNECT.&CATHODIC PROTECTION STL-PE	2	Each	\$100.34	\$200.68
	366014.N	WIRE STEEL #12 GA COPPER CLAD HMWPEHD 2500FTSPOOLS (#1410)	1985	Ft.	\$0.09	\$178.65
	380021.N	TAPE CORROSION PREVENTIVE 4IN X 75FT ROLL HOT APPLIED	12	Each	\$28.79	\$345.48
	380030.N	TAPE TRENTON UNDERGROUND WAX #1 BROWN 4IN x 9FTROLL	16	Each	\$8.66	\$138.56
	380031.N	TAPE TRENTON UNDERGROUND WAX ROCKSHIELD GUARD WRAP	4	Each	\$35.18	\$140.72
	551135.N	PIPE 4IN STEEL 4.5IN X 0.156IN WT API5L GR X42 ERW Dua	170	Ft.	\$0.00	\$0.00
	558020.N	CAP PIPE 3IN BUTT-WELD STEEL 0.188IN WT GR B PER GMS 333	2	Each	\$49.74	\$99.48
	558024.N	CAP PIPE 6IN BUTT-WELD STEEL 0.219IN WT GR B PER GMS 333	2	Each	\$56.10	\$112.20
	558158.N	ELBOW PIPE 4IN WELD 90 DEG 0.188IN WT GR B PER GMS 330	2	Each	\$61.56	\$123.12
	562240.N	PIPE PE 6IN IPS 40FTLENGTHS SDR 13.5 PE 2406 YELLOW	1985	Ft.	\$4.00	\$7,940.00
	562427.N	ELBOW PE 6IN PE2406 IPS BF 90 DEG SDR 13.5	5	Each	\$39.87	\$199.35
	620253.N	TEE SERVICE 1/2IN BODY BASE X 1/2IN NPT GAUGE TEE 500 PSIG	4	Each	\$15.50	\$62.00
	623006.N	ANODE 32# HIGH POTENTIAL MAGNESIUM CCMS755 (08/22/00)	6	Each	\$90.28	\$541.68
	623235.N	FITTING TRANSITION 6IN X 6IN STEEL TO PE PER GCS 709.12	2	Each	\$143.67	\$287.34
	700120.N	BLOCK WOOD 2IN X 10IN X 12IN RESINOUS HEMLOCK OR EQUAL	2	Each	\$3.63	\$7.26
	708037.N	PRIMER HOT AND COLD UNIVERSALTYPE #281-G INOMINIPRIME.IN	4	Each	\$58.80	\$235.20
	708172.N	PRIMER TRENTON UNDERGROUND WAX THEM-COAT 1 GL CONTAINER	4	Each	\$37.37	\$149.48
					<u>subtotal</u>	<u>\$11,174.84</u>

<u>Total Investment Work Order</u>				<u>Total</u>	<u>\$146,384.14</u>
------------------------------------	--	--	--	--------------	---------------------

Work Order 440181
Meadows Road (CO HWY 23)

Retirement Work Order Charges - 340181

<u>Company Labor</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Pressure - Mech.		16	Hour	\$29.56	\$472.96
Pressure - Tech.		16	Hour	\$29.56	\$472.96
Utility Inspector		16	Hour	\$31.34	\$501.44
				<u>Subtotal</u>	<u>\$1,447.36</u>
<u>Contractor Costs</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item	41142 Hot cap std proc(same hole as tie-in) 3&4 in	2	Each	\$241.73	\$483.46
Work Item	41143 Hot cap std proc(same hole as tie-in) 6in	2	Each	\$241.73	\$483.46
Work Item	C1 Stop-4"	2	Each	\$933.60	\$1,867.20
Work Item	C1 Stop-6"	2	Each	\$933.60	\$1,867.20
Work Item	PCB Sample Lab Fees	1	Each	\$75.00	\$75.00
				<u>Subtotal</u>	<u>\$4,776.32</u>
<u>Material</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
558022.N	CAP PIPE 4IN BUTT-WELD STEEL 0.188IN WT GR B F	2	Each	\$45.10	\$90.20
558024.N	CAP PIPE 6IN BUTT-WELD STEEL 0.219IN WT GR B F	2	Each	\$56.10	\$112.20
855050.N	PCB WIPE SAMPLE KIT	2	Each	\$11.32	\$22.64
	Foam for Retired Ends	6	Each	\$15.00	\$90.00
				<u>Subtotal</u>	<u>\$315.04</u>
<u>Total Retirement Work Order</u>				<u>Total</u>	<u>\$6,538.72</u>

LAW & JUSTICE CENTER
104 West Front Street, Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



DON R. EVERHART, JR.
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES
Criminal: Room 303
309-888-5320
Divorce/Family: Room 404
309-888-5305
Civil: Room 404
309-888-5340
Small Claims: Room 404
309-888-5330
Traffic: Room 303
309-888-5310

MEMORANDUM

TO: The Honorable Chairman and Members of the Justice Committee
Bill Wasson, County Administrator

FROM: Don R. Everhart, Jr., Circuit Clerk *DRE*

CC: Hannah Eisner, Assistant County Administrator

DATE: August 12, 2013

RE: Loomis Armored Amendment

Loomis Armored US, LLC (LA) provides armored car services for the office of the McLean County Circuit Clerk (MCCC). Current agreement, by and between LA and MCCC, expires November 1, 2013. The attached amendment would extend the current agreement for one year through November 1, 2014.

As Circuit Clerk, I recommend and request approval of this amendment.



Amendment to Service Agreement

Effective November 1st 2013, the parties hereto agree that the following paragraphs shall serve to amend that certain Service Agreement, dated November 1st, 2011 by and between Loomis Armored US, LLC ("LOOMIS") and McClean County Circuit Clerk ("CUSTOMER") (the "Agreement").

The Agreement is hereby amended as follows:

The Following terms are hereby added to the Agreement:

1. Extend Contract for one year through November 1st, 2014

Added Per Customer Request:

APPROVED:

By: _____

Matt Sorensen

Chairman, McLean County Board

THIS AMENDMENT shall, in no other way, alter, delete, waive or amend any other rights, defenses and / or responsibilities as between CUSTOMER and LOOMIS with regard to the Agreement. All other terms and conditions contained in the Agreement, except as set forth above, shall continue, without alteration, in full force and effect.

CUSTOMER

Signature: _____

By: _____

Title: _____

Date: _____

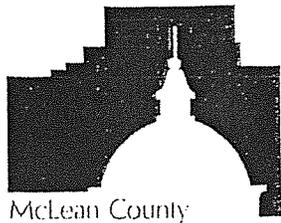
LOOMIS ARMORED US, LLC

Signature: _____

By: _____

Title: _____

Date: _____



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: Lori McCormick
CC: Chief Judge Elizabeth Robb, County Administrator Bill Wasson
Date: August 21, 2013
Re: SAMHSA Grant- Sub-Contract Agreement Clinician

Attached, please find a revised sub-contract agreement that outlines clinician services in conjunction with the Adult Treatment Court Collaborative Grant through Substance Abuse and Mental Health Services (SAMHSA). Due to additional screening, assessments and consultation an increase from \$700.00/week to \$800.00/week is needed to fulfill the grant requirements.

I will be available at the Justice Committee meeting on Tuesday September 2, to answer any questions you may have.

Thank you for your consideration in this matter.

SUBCONTRACT AGREEMENT

WHEREAS, COURT SERVICES and CONTRACTED CLINICIAN, Mark Benson are established partners under the Adult Treatment Court Collaborative grant provided through the SAMHSA ;

WHEREAS, COURT SERVICES provides specialty court probation services to offenders referred to and accepted into Drug or Recovery Court;

WHEREAS, MARK BENSON provides assessment and clinical consultation of offenders referred to Recovery and Drug Courts;

WHEREAS, COURT SERVICES has funding available through the SAMHSA grant to contract services with an agency to provide needed assessment and clinical consultation for Drug and Recovery Courts;

WHEREAS, MARK BENSON seeks to provide assessment and clinical consultation of offenders referred to Drug and Recovery Courts;

WHEREAS, COURT SERVICES and MARK BENSON desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

The proposed project will build upon the success of the McLean County Adult Drug Court and the McLean County Recovery Court. Existing programs will be leveraged to promote major systems transformation. Proposed enhancements include:

- The development of an Adult Treatment Court Collaborative to include the judiciary, community-based behavioral health treatment providers, key local and state agencies, and consumers. The ATCC will 1) provide leadership and guidance in the development of the McLean County Behavioral Health/Criminal Justice Collaborative; 2) promote evidence-based practices through extensive training and technical assistance aimed at service providers and criminal justice staff
- The promotion of service integration by incorporating new behavioral health treatments and recovery support services that are evidence-based and consumer-driven
- Comprehensive evaluation of the McLean County Behavioral Health/Criminal Justice Collaborative resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement
- The employment of a Clinical Supervisor to provide necessary medical direction and guidance to staff for the 140 clients served under this project.

COURT SERVICES agrees to pay \$800/week for contractual assessment and clinical consultation from MARK BENSON out of the SAMHSA grant as of July 1, 2013.

The term of this AGREEMENT shall be for the remainder of the term of the grant, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party, provided the termination of the AGREEMENT is approved by SAMHSA.

MARK BENSON shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by SAMHSA for inclusion in COURT SERVICES' grant reports.

MARK BENSON will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, at the rate of \$800.00 per week. Payment will be expected within 60 days.

MARK BENSON will abide by all city, county, state and federal laws governing Licensed Clinical Professional Counselors.

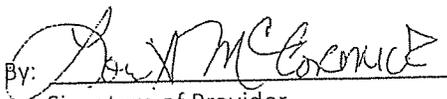
MARK BENSON agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

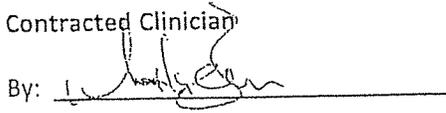
This AGREEMENT shall become effective upon approval by the McLean County Board

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: 
Signature of Provider

8-19-13
Date

Contracted Clinician
By: 
Mark Benson

8-19-13
Date

McLean County Board

By: *Matt Soren*
Matt Sorensen

9-17-2013
Date

Attest:

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



REBECCA C. McNEIL
McLEAN COUNTY TREASURER
(309) 888-5180 Fax (309) 888-5176
www.mcleancountyil.gov
Government Center

115 E. Washington Room M-101 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: August 23, 2013

To: Chairman Owens & Members of the Finance Committee

From: Rebecca McNeil 
McLean County Treasurer & Tax Collector

RE: Deed of Reconveyance For PIN 12-07-251-008

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation Program. This agreement was entered into in conjunction with the specifications outlined in 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and subsequently, the tax rolls of the County.

The property taxes PIN 12-07-251-008 were left unpaid for tax year 2009 and were sold to the Trustee at the 2010 annual tax sale. The subsequent taxes for tax year 2010 and 2011 were also left unpaid and sold to the Trustee. In accordance with the Illinois property tax code, the County of McLean, as Trustee for the taxing districts, acquired title in 2013 through the Delinquent Real Estate Tax Liquidation Program. An offer has been received from the owner of a former interest in said property. Consequently, the offer accepted recovered an amount equivalent to all prior unpaid taxes.

I respectfully request that the McLean County Finance Committee and the McLean County Board approve the following resolution to authorize the Chairman of the McLean County Board to execute a deed of reconveyance on PIN 12-07-251-008 to Michelle Gayon. Approval of this resolution will eliminate the County's interest and return this parcel to the active tax rolls.

Thank you for your consideration.

Co Clerk

09-13-002

RESOLUTION

2009-00087



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SPIN LAKE SUB IN NE 7-24-1W LOT 47

PERMANENT PARCEL NUMBER: 12-07-251-008

As described in certificate(s): 2009-00087 sold on November 05, 2010

Commonly known as: ARROWHEAD LN.

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property.

WHEREAS, Michelle Gayon, has paid \$2,093.87 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$1,184.35 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$31.00 for recording. The remainder is the amount due the agent for his services.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,184.35 to be paid to the Treasurer of McLean County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17th day of September, 2013

ATTEST:

Kathy Michael
CLERK

Matt Son
COUNTY BOARD CHAIRMAN

RECONVEYANCE

09-13-002



REBECCA C. McNEIL
McLEAN COUNTY TREASURER
(309) 888-5180 Fax (309) 888-5176
www.mcleancountyil.gov
Government Center

115 E. Washington Room M-101 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: August 23, 2013

To: Chairman Owens & Members of the Finance Committee

From: Rebecca McNeil *RM*
McLean County Treasurer & Tax Collector

RE: Deed of Reconveyance For PIN 22-28-102-005

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation Program. This agreement was entered into in conjunction with the specifications outlined in 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and subsequently, the tax rolls of the County.

The property taxes PIN 22-28-102-005 were left unpaid for tax year 2009 and were sold to the Trustee at the 2010 annual tax sale. In accordance with the Illinois property tax code, the County of McLean, as Trustee for the taxing districts, acquired title in 2013 through the Delinquent Real Estate Tax Liquidation Program. An offer has been received from the owner of a former interest in said property. Consequently, the offer accepted recovered an amount equivalent to all prior unpaid taxes.

I respectfully request that the McLean County Finance Committee and the McLean County Board approve the following resolution to authorize the Chairman of the McLean County Board to execute a deed of reconveyance on PIN 22-28-102-005 to Cox & Associates LLC/J Davis. Approval of this resolution will eliminate the County's interest and return this parcel to the active tax rolls.

Thank you for your consideration.

COCLONIC

09-13-001

RESOLUTION

2009-00732



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

OUTLOT B OLD TOWN TIMBER SUB PT SW SW 21 & PT NW NW 28-23-3E

PERMANENT PARCEL NUMBER: 22-28-102-005

As described in certificate(s): 2009-00732 sold on November 05, 2010

Commonly known as: OFF WOLF HILL RD. & SHAKER LAKE RD.

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property.

WHEREAS, Cox & Associates, LLC/J Davis, has paid \$788.82 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$242.88 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$31.00 for recording. The remainder is the amount due the agent for his services.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$242.88 to be paid to the Treasurer of McLean County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17th day of September, 2013

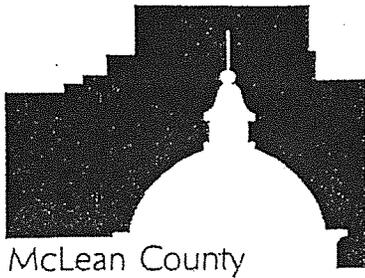
ATTEST:

Kathy Michael
CLERK

Neil Som
COUNTY BOARD CHAIRMAN

RECONVEYANCE

09-13-001



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Matt Sorensen
 Chairman

September 17, 2013

Mr. Mike O'Donnell, Executive Director
 East Central Illinois Area Agency on Aging
 1003 Maple Hill Road
 Bloomington, Illinois 61704-9327

RE: County Board appointment to ECIAAA Corporate Board

Dear Mr. O'Donnell:

This letter is to inform you that the following appointment to the ECIAAA Corporate Board has been made. That appointment is:

Ms. Ruth Ann Lipic
 18273 Teepee Trail
 Hudson, IL 61748

Ms. Lipic is appointed for a three-year term of office, which will expire on September 30, 2016, unless a successor is appointed and qualified. The appointment is effective as of October 1, 2013.

Thank you for your kind attention to this matter.

Sincerely,

Matt Sorensen
 Chairman
 McLean County Board

MS:jl

cc: Ms. Ruth Ann Lipic

District #1 Stan Hosellon Don J. Cavallini	District #3 George O. Wendt Julie J. Brandt	District #5 John McIntyre Sondra "Sonny" O'Conner	District #7 Rich Buchanan Victoria F. Harris	District #9 Erick Rankin Susan Schafer
District #2 Matt Sorensen Jim Soeldner	District #4 William T. Caisley Sally K. Pyne	District #6 George J. Gordon Laurie Wollrab	District #8 Paul R. Segobiano Carlo Robustelli	District #10 Benjamin J. Owens Chuck Erickson

Collier

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOHN L. MOREL
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the expiration of term on October 1, 2013 of John L. Morel as a Commissioner of the Public Building Commission, it is advisable to consider reappointment of this person; and,

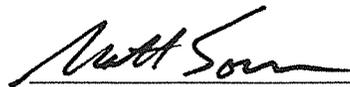
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John L. Morel for a five-year term of office to expire on October 1, 2018, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John L. Morel, and David Wochner, Attorney for the Public Building Commission, as well as the County Auditor, County Clerk and County Administrator.

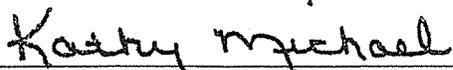
ADOPTED by the County Board of McLean County, Illinois, this 17th day of September 2013.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

e:\ann\apt\pbc_more.res

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JASON FARRELL
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to a vacancy on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment to this position; and

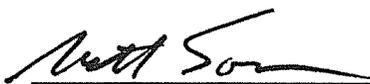
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jason Farrell as a Trustee of the Hinthorn Cemetery District to complete a six-year term to expire on September 30, 2017, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Appointment to Jason Farrell, John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board, the County Auditor, County Clerk and County Administrator's Office.

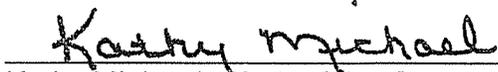
Adopted by the County Board of McLean, County, Illinois this 17th day of September, 2013.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JON WILSON
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to the resignation of Norman Wilson on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jon Wilson as a Trustee of the Hinthorn Cemetery District to complete a six-year term to expire on September 30, 2017, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Jon Wilson, John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board, the County Auditor, County Clerk and County Administrator's Office.

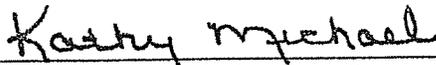
Adopted by the County Board of McLean, County, Illinois this 17th day of September, 2013.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:

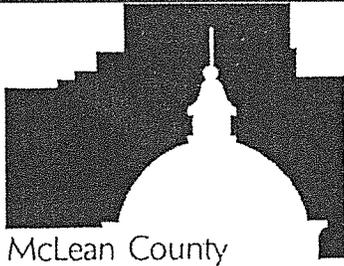


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

Members Segobiano/Cavallini moved the County Board approve the Consent Agenda as amended. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:



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 and Members, Executive Committee

FROM: Bill Wasson, County Administrator

DATE: 09/05/2013

RE: Recommendation to enter into Interim Management Services Agreement - Nursing Home

I received a letter of resignation from Mr. Riehle, Nursing Home Administrator, effective September 13, 2013 (30-day notice). Matt has faithfully served as Nursing Home Administrator for the past four years and as Director of Nursing prior to that. Unfortunately, there is no one on staff, other than Mr. Riehle, who currently holds an Administrator License, nor the breath of administrative knowledge that Mr. Riehle received from Administrator Don Lee prior to his retirement.

To insure a continuum of appropriate administration of the Nursing Home under these circumstances, we contacted several Illinois counties which operate nursing homes to identify available resources. Several County Administrations identified that they had either on-going or project oriented experience working with Management Performance Associates (MPA) of Chesterfield, Mo. MPA has on-going management relationships with DeKalb, Champaign and Monroe Counties. Additionally, MPA has been involved in several interim projects regarding facility/fiscal planning for counties including Peoria and Lake.

After discussions with several counties concerning MPA's performance, we believe that they can provide appropriate interim administration for the Nursing Home, and provide resources to McLean County in completing an evaluation of operations and recommendations for successful administrative staffing needs for the future. I respectfully recommend that McLean County enter into this interim Management Agreement with MPA.

Please feel free to contact me if you have any questions.



Management Performance Associates
Woods Mill Towers • Suite 501 South
14323 South Outer Forty Road
Chesterfield, Missouri 63017
314 • 434-4227 FAX 314 • 434-4337
www.healthcareperformance.com

August 26, 2013

Mr. Bill Wasson
County Administrator
McLean County
115 E. Washington Street
Bloomington, IL 61701

Re: Operational Audit & Analysis

Dear Mr. Wasson:

Thank you for your interest in our services and, as requested, I am providing a proposal to conduct an operational audit for the McLean County Nursing Home. The operational audit will identify operational, financial or strategic areas of opportunity. It is our hope that the audit will provide the necessary information to allow the McLean County Board to make an informed decision on the steps that should take in response to the pending Administration transition.

The operational audit typically takes two months to complete, but due to the impending departure of the current Administrator, I stated a one month turnaround time. Even with a quick turnaround, there will not be enough time to discuss consulting/management options with us prior to his departure. MPA can provide transition management services on a month to month agreement if it so desired.

Background & Qualifications

Management Performance Associates, Inc (MPA) specializes in healthcare solutions in governance and mission, strategy, quality management and finance. We have improved the operational and financial positions of health care facilities whose problems seemed insurmountable. Our experience in leadership, market analysis, work process

improvement, project development, and finance has helped County Governments maintain their mission of caring for those in need in an increasingly difficult financial environment. As our results and long-term client relationships attest, we have the expertise to help you achieve results.

MPA has considerable experience with Illinois County nursing homes in particular. We are sensitive to the mission the County home has within its community. All recommendations must fit with the unique character of the County home.

Since 1997, we have enjoyed a continuing relationship with DeKalb County Rehab & Nursing Center. Since December of 2000, MPA has served Monroe County Care & Rehab Center (now called Oak Hill). The Champaign County Nursing Home has been managed by MPA since July 2008. With each of these Illinois Counties, we have worked with existing staff to improve management processes and operational performance. With our assistance, all three of these facilities have experienced dramatic operational and financial improvements.

We began our work at **DeKalb County** in 1997. The home soon became self-sufficient, ending years of large County subsidies. We initiated our engagement by performing a business plan and feasibility study which led to the replacement of the County's out-dated facility and to the re-positioning of the County in the long-term care market.

DeKalb County's operating performance at its new nursing facility has been solid and the County maintains its position as the best long-term care provider in the market, even though its high Medicaid load makes its mission the most difficult to fulfill. DeKalb County continues to respond to market developments in order to preserve its position as the county's dominant long-term care provider. As a result, DeKalb has recently completed a major renovation; made significant improvements to its dementia program; and, in a competitive application process, secured IPA approval for 75 supportive living units.

At **Monroe County**, financial performance rose from a monthly operating loss of over \$83,000 prior to working with Monroe County in December of 2000, to break-even status by the end of the 2003 fiscal year. In 2004 and 2005, operating results were positive and established that we had, indeed, turned around. The turnaround was accomplished by market positioning and by introducing strong and consistent leadership within the facility.

Champaign County showed an operating loss of \$1.8 million in 2008. In 2010, the home was profitable. MPA increased census and improved the payor mix

within 12 months. Key strategies included redefined governance, expense controls, improved financial reporting and improved union management relations.

We have led ten (10) healthcare turnarounds and consulted on others. In virtually every case, we performed an organizational analysis where we identified the leadership issues and skills necessary to improve management performance.

Study Objectives

Typically, the operational audit encompasses the following items:

1. Examine the current mission of the facility, operational procedures, policies and practices and make recommendations as to what, if any, changes should be made to improve efficiency and/or services to residents.
2. Examine current organizational structure and staffing patterns and make recommendations as to what, if any, changes should be made to improve efficiency and/or services to residents.
3. Examine expenses to determine to determine the reasonableness against other facilities, with particular emphasis on other County homes. To further determine what, if any, changes should be made to decrease the facility's expenses.
4. Examine revenues to determine the possibility of maximizing reimbursement. To further determine what, if any, changes should be made to increase the facility's net revenues. Examination should include analysis of potential for change in the Private/Medicare/Medicaid patient mix.
5. Examine critical contracts to assure that the facility is correctly positioned under the Medicare Prospective Payment System. We make specific reference to contracts for pharmacy and rehab services.
6. Examine the facility's competitive and comparative position versus other facilities in McLean County.

Additionally, with the pending 2014 implementation of the Medicare Medicaid Alignment Initiative (MMAI), MPA will also assess the current status of preparation for the rollout of managed care in Illinois.

Methodology

Upon approval of this letter of engagement, we will forward a document request. We will review the documents that reveal the day-to-day condition of the Nursing Home. Such documents will include, but not be limited to, financial and statistical reports, Medicaid cost reports, capital expenditures for the last five (5) years, department staffing patterns, administrative and personnel policies and procedures including, salary and benefit programs, management training programs, quality assurance committee reports, quality indicator reports, IDPH survey results and plans of correction, ancillary vendor contracts, and reimbursement levels. We will review the minutes of the governing committee and any reports submitted to it by management.

In addition, we will perform a comparative analysis of the Home's operating position versus its competitors and will develop an understanding of both the facility and the market. A primary data source will be the Medicaid Cost Reports.

Once we have established an operating profile for the Nursing Home, we will interview your management team — the Administrator and all department managers. At the client's discretion, we can interview members of the governing committee and other appropriate members of the County Board to solicit their suggestions and observations.

The interviews are designed to give valuable information on the organization's structure, on the level of communication between line and management staff, and on ways to improve the Home's operations. Our objective is to learn how management and line employees perceive their mission and role in the Home, their knowledge of organization policies and practices, their commitment to both departmental and organizational teamwork, and their perception of the Home's strengths and weaknesses.

Fees, Costs and Timetable

Our professional fees for this engagement will be \$10,000. Travel and related costs (primarily mileage, hotel) will be additional and billed at cost. Travel costs should be minimal and should not exceed 10 percent of fees. Upon execution of the proposal, MPA will invoice 50% of the professional fees. The final payment of 50% will be billed upon submission of the final report.

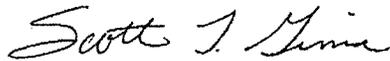
You may terminate our engagement at any time provided that you pay us for the time we have spent to-date on this engagement.

MPA will make every effort to submit the final report within 4 weeks of the execution of the proposal. The completion date will be directly related to the ability of the facility to provide the necessary documents to MPA in a timely fashion.

Any claims, damages, or liability arising out of the performance of our work will be limited to the lesser of the actual damages or our professional fees

MPA has had remarkable success in helping Illinois County nursing homes. If you have any questions, you may reach me directly at 314-434-4227, x21.

Very truly yours,



Scott T. Gima
Vice President

You may accept the operational audit proposal by signing below:

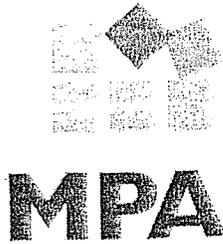
McLean County

By: _____
Signature

Print Name

Title

Date



Management Performance Associates
Wood Mill Towers • Suite 501 South
14323 South Outer Forty Road
Chesterfield, Missouri 63017
314 • 434-4227 FAX 314 • 434-4337
www.healthcareperformance.com

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

Re: **Management Services Proposal**

Mr. Wasson:

Thank you for the opportunity to propose our management services for the McLean County Nursing Home. We understand the Center has 150 beds, is currently licensed as a skilled nursing facility, and is certified under the Medicaid and Medicare programs. The Home has had a long history of high quality nursing care and solid financial performance, but is in the process of an administration transition.

We understand that there is interest in MPA providing management/administrative support during this transition period. The timetable for recruiting a qualified candidate is difficult if not impossible to predict. MPA can provide the management support during the transition period. In this letter, we will summarize the following:

- Background & Qualifications
- Management Services
- Management Services Fees

Background & Qualifications

Based in St. Louis, Missouri, *Management Performance Associates, Inc (MPA)* is a management and consulting firm that works with health care organizations to improve operations, and to secure consistent financial performance. The company's core strength is healthcare

management. MPA works exclusively in healthcare and has a depth of experience in serving long-term and acute care providers. In recent years, MPA has been privileged to serve several Illinois counties as they met the challenge of reducing their operating deficits and/or replacing their health care institutions. MPA's principals are veteran healthcare managers with years of experience in acute and long-term care environments.

MPA has a solid track record with experience in operational analysis, work process and procedural improvement, reimbursement, work force and quality management, and health care finance to deliver the results you seek. We have improved the operational and financial positions of health care facilities whose problems seemed insurmountable. As our results and long-term client relationships attest, we have the expertise to identify best practices and to help our clients achieve them.

MPA has considerable experience with Illinois nursing homes, particularly those operated by County governments, and we are sensitive to the mission that each home has within its community. All recommendations must fit the unique character of the home.

Since 1997, we have enjoyed a continuing relationship with DeKalb County Rehab & Nursing Center; and, since December of 2000, have served Monroe County Care & Rehab Center (now called Oak Hill). We have worked with Champaign County Nursing Home since 2008. MPA also provided management services to Jackson County from 2010 until early 2013. The engagement ended as a result of the county's decision to exit the business. In all of these Illinois Counties, we have worked with existing staff to improve management process and performance. More detail concerning our outcomes with these Illinois County facilities is provided in Appendix A.

MPA provides excellent advisory services and has served McHenry, Peoria, and Lake Counties in this capacity. Currently, MPA is assisting Lake and Peoria Counties with their facility replacements. The firm has provided extensive analysis and advice to Hancock County Nursing Home (not a County facility despite its name) in regard to its future viability. MPA has recently completed an Assessment of the Hamilton Memorial Nursing Center, a struggling facility owned by the Hamilton County Hospital.

No other firm has our depth of experience or record of success with Illinois County owned and operated homes.

Management Services

The benefits that McLean County Nursing Home will realize from our professional management include:

- A skilled and experienced team of healthcare managers focused on enhancing your organization's performance
- Maintain relationships and accountabilities between Board and management
- Improved financial management at all levels
- Management development of the management team

MPA would be designated the Manager of the Home. Services provided and excluded are summarized below; MPA would be responsible for the Home's day-to-day operations. MPA will report directly to the McLean County Board or to a designated Committee. Typically, MPA provides monthly management updates that summarize the previous month's operating and financial activity. Our responsibilities, scope of authority, and reporting relationships will be detailed in a draft management agreement which is attached separately for your review. Appendix provides bios on the MPA staff that would be involved in the management of the Home.

MPA's management services include the following:

- General management and supervision of all operations
- Development of management skills at the facility
- Promotion of customer service skills and training
- Contracting with vendors and suppliers
- Acquiring equipment and supplies at the best possible cost
- Assisting special counsel in labor negotiations
- Providing for the good repair and operation of the facility
- Dealing with regulatory and contractual requirements
- Reviewing insurance coverage as needed
- Complying with third party payor requirements
- Improving the financial affairs of the facility to include:
 - Budgeting
 - Accounting practices and business office management
 - Charges
 - Reports to the Board
 - Credit and collection practices and effectiveness
 - Payment of accounts and indebtedness

Our services do not include independent auditing or accounting services, long-term finance or investment banking, certificate of need, architectural and facilities planning, legal services, cost reporting or corporate compliance services. We will assist the McLean County Nursing Home management team whenever it works with these types of advisors.

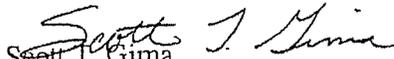
Fees and Cost – Management Services

Our monthly professional fee is \$15,000. Travel (mileage) and office support costs (telephone, copies, Fed Ex, etc.) are reimbursable at our actual cost. The agreement will be structured with a four (4) month minimum engagement with an automatic monthly renewal and a thirty (30) day notification of termination. A draft management agreement is included for review.

In summary, we are aware of no other firm that can match our record of performance in serving Illinois County homes. MPA has an unprecedented track record with our clients in identifying areas of improvement, establishing a short-term and long-term strategic plan, and in implementing plans successfully. Moreover, the bottom-line success of the institutions we have served attests to our ability to identify areas needing improvement and to manage change successfully.

We appreciate the opportunity to propose our services to you. If you have any further questions, please contact me directly at 314-434-4227, x21.

Very truly yours,


Scott T. Gima
Vice President

Appendix A

Management Performance Associates, Inc. Experience & References

Listed below are several clients who have characteristics similar to the Rehab and Care Center in terms of size, location and governance; and whose performance demonstrates MPA's capabilities and experience in management:

DeKalb County Rehabilitation and Nursing Center

DeKalb County Government
DeKalb, Illinois
190-bed Skilled Nursing Facility
MPA's Role:

- *Operations Improvement*
- *Facility Replacement*
- *Management*

We began our work at DeKalb County in 1997 and soon ended years of County subsidy. We performed a best-practices management audit which led to significant improvements in clinical performance and to financial independence.

MPA performed Business Planning services, including *pro forma* financial projections leading to the decision to replace the existing, outdated facility with a modern, self-sustaining complex. MPA also provided demand and financial analyses for the Certificate of Need application. In 2000, a new 194-bed facility was completed.

The business plan demonstrated that it was possible to operate a replacement facility profitably and without subsidy. Subsequently, the County retained MPA to provide management services, which it has done for the past 10 years. Within the first two years, MPA eliminated the County subsidy and created operating surpluses approaching \$1 million.

MPA provided the market demand analysis and business planning that led DeKalb County to joint venture a 76-unit Supportive Living Facility. In addition, MPA spearheaded the development of state-of-the-art dementia services, including facility renovations. The dementia service was well positioned for the market and is operating at capacity.

An Operating Board, designed to free the County Board from day-to-day governance, was developed with guidance from MPA. The County underwent a re-organization process that a) created a separate Operating Board, b) established accountabilities and performance expectations via a customized set of Bylaws and a Board Policy Book, c) created a formal communication process with the County Board, and d) removed management of the facility from the political

arena. MPA recruited the initial members of the Operating Board and oriented them to their roles as Directors; today MPA manages the affairs and policies of the Operating Board.

MPA researched facts and circumstances behind an existing Hill-Burton obligation that amounted to \$1.4 million (including penalties); and successfully documented and argued the case to DHHS resulting in elimination of the entire liability.

Labor-management relations are good (DeKalb is unionized and represented by AFSCME). We pride ourselves in being able to bridge the gap between management and line employees, and to identify the key moves needed to improve performance.

Contact: *Ray Bockman, County Administrator, 815-895-7186*

Oak Hill – Previously known as Monroe County Care & Rehab Center

Monroe County Government
Waterloo, Illinois
131-bed Skilled Nursing Facility and 50 Supportive/Assisted Living Units

MPA's Role:

- *Business Planning and Demand Analysis*
- *Operations Improvement*
- *Facility Replacement*
- *Management*

In September 2000, MPA performed an operational assessment of Monroe County's 211-bed skilled nursing facility. The home had a long history of operating deficits and was dependent on non-operating revenue and County subsidies. MPA's assessment included a comprehensive document review and interviews with the Administrator and all department managers. Findings and recommendations covered quality of clinical services, financial management, and leadership.

MPA began providing management services and implemented the recommendations from the operational assessment. Financial performance rose from a monthly operating loss of over \$83,000 just before MPA started working with Monroe County in December 2000, to break-even status by the end of the 2003 fiscal year. Within three years of MPA's engagement at Oak Hill, overall census increased and operating losses were eliminated.

Service enhancements to the Alzheimer's program have been well received by families. Decision-making, communication and employee morale within the facility were strengthened and a marketing outreach program attracted new residents.

MPA served as Project Manager & Coordinator for the County's \$19 million replacement facility, which was completed in 2006 - six years after the Operational Assessment. The new skilled facility was down-sized from 211 to 131 beds; in addition, 50 supportive living

apartments were included in the project. The campus is financially self-sustaining. Labor-management relations are good; Oak Hill is unionized and represented by the Steelworkers.

Contact: *Delbert Wittenauer, County Board Chairman, (618) 939-8681 ext. 214*

Champaign County Nursing Home

Champaign County Government
Urbana, Illinois
243-bed Skilled Nursing Facility

MPA's Role:

- *Financial Viability Analysis*
- *Management*

In 2007, MPA completed a Financial Viability Analysis for Champaign County identifying critical improvements management could make to achieve break-even performance. The study also recommended re-positioning opportunities in specific services, notably dementia. In July 2008, MPA assumed management responsibility for Champaign County Nursing Home (CCNH) which was experiencing severe operational difficulties and weakened financial performance. At the end of fiscal 2008, CCNH posted an operating loss of approximately \$(1.8) million. By the end of fiscal 2009, that loss had been reduced to \$(150,000). MPA continues to maintain financial viability within the existing property tax levy without any additional financial subsidies from the County.

Contact: *Deb Busey, County Administrator, 217-819-3425*

Other Relevant Experience With Illinois County Governments

Bel-Wood Nursing Home: In 2006, MPA performed an Operational Analysis for this 300-bed facility owned and operated by Peoria County. The results of this project led to significant management changes with MPA serving in consulting support of an interim administrator while a permanent executive was recruited. Bel-Wood's performance improved measurably, most notably in staff morale, resident care culture, and operating performance. MPA implemented improvements in financial reporting and governance, and increased revenues in Medicare Part A and Part B. In contracting for ancillary therapy, pharmacy, and raw food services, MPA achieved significant savings. MPA continues to serve Peoria County under a retainer consulting arrangement.

Bel-Wood, like many County facilities, is an aging facility facing costly Life Safety investments in its physical plant. In 2007, MPA was retained to develop the business plan and financial model to determine the feasibility of a replacement facility. Peoria County has decided to replace the Bel-Wood facility; MPA is serving as Project Manager.

Hamilton Memorial Nursing Center: In 2009, MPA completed a Management Audit of this 60-bed intermediate care facility located in McLeansboro, Illinois and operated by the Hamilton County Hospital District. The organization had seen decreasing profitability and occupancy with increasing dependence on Medicaid. The study focused on the conversion of intermediate care to skilled care beds, improving expense performance, and the separation of the nursing facility from the acute care hospital. With an improved perspective, the Hospital District decided to exit the long-term care business; MPA continues to provide support.

Valley Hi Nursing Home: In 2007, MPA completed a Management Audit of this skilled nursing facility operated by McHenry County. The study included a comprehensive revenue analysis with resulting recommendations for improvement. The study pointed the way to improved financial reporting such as proper handling of the IGT transaction specific to Illinois County homes and on reducing expenses (for example, decreasing dependency on agency staff).

Winchester House: MPA has been engaged several times at this 360-bed skilled facility operated by Lake County government in Libertyville, IL. MPA performed a Management Analysis (2005) which led to specific recommendations for improving routine operations. MPA recommendations resulted in significant savings in labor costs. Financial reporting was improved and strengthened. Improvements to the Medicare program have resulted in increased revenues under Part A and a restructuring of the ancillary therapy contract.

This heavily subsidized facility is in need of replacement and MPA performed a comprehensive market analysis in 2006 that identified the environmental factors driving reduced utilization of skilled providers and that quantified the operating positions of all Lake County skilled facilities. The market analysis included demand assessments for the continued growth of assisted living, the impact of assisted living on area providers, a comprehensive assessment of the market and operating positions of area skilled facilities, and an identification of the viable niche for the County to continue its mission.

In 2006, MPA was engaged to develop a transition plan to begin the replacement facility process. MPA re-confirmed reduced utilization using the draw rate methodology, factored in the impact of very strong market forces, and recommended an optimum size for facility replacement. Winchester House is to be re-positioned via rehab and dementia services, and down-sized to 175-skilled beds. MPA did the related market and business planning including detailed working sessions with committees of the County Board. The County Board recently acted, by a vote of 22-1, to replace Winchester House as recommended by MPA. MPA is serving as Project Coordinator.

Business Planning, Demand Analysis and Other Relevant Experience

Management Performance Associates has extensive experience relevant to the needs of long term

care providers including detailed business planning, strategic assessments, market and demand analyses, market research, resource allocation and financing, and financial projections. We have assisted the following Illinois communities with market demand analyses for assisted living, for dementia, and for supportive living services.

Carthage	Mt. Zion
Charleston	New Baden
Columbia	Palos Heights
Decatur	Peru
Dixon	Pittsfield
Fairview Heights	Quincy
Freeport	Shelbyville
Libertyville	Springfield
Macomb	

Appendix B
Management Performance Associates, Inc.
Key Staff Resumes

Management Performance Associates (MPA)

The MPA Project Team is composed of the following:

- Michael Scavotto, President
- Scott T. Gima, R.N., Vice President
- Gary Winschel, Director, Fiscal Services
- Andrew Buffenbarger, Managing Associate
- Margaret Scavotto, J.D., General Counsel & Compliance Manager

Additional in-house consulting team members are available for both specific and general support and all team members are based in the St. Louis, Missouri office.

Michael A. Scavotto, FACHE is a seasoned health care executive with the range and depth of experience to lead challenged organizations to better strategic positions. An acknowledged turnaround leader and team builder, Mr. Scavotto has managed 10 turnarounds and consulted on several others. He has extensive experience in governance and strategy, and has been a leading advocate in positioning long-term care clients to take advantage of the booming dementia care market.

Mr. Scavotto is an organization specialist with broad experience in finance, hospital-physician ventures, managed delivery, project management, and medical staff relations. He has managed or coordinated over \$300 million of health care construction ranging from long-term care to hospital ancillary renovations to facility replacement.

Mr. Scavotto served as President of Health Management & Governance (HMG), St. Louis, Missouri for 12 years; during this time, he built HMG into a national company that provided management services to distressed organizations. HMG returned distressed organizations to managerial health and then provided continuing strategy and management services to assure that the facilities – primarily hospitals – remained healthy. The strategy was effective, and HMG managed approximately 1,100 beds in California, Ohio, Louisiana, and West Virginia.

Mr. Scavotto served as the Chief Executive at Marian Medical Center (Santa Maria, California) for 14 years. He was responsible for returning Marian to fiscal health in 1983, serving as the architect of the strategy which allowed Marian to thrive in the highly competitive managed environment of Southern California.

Since founding Management Performance Associates in 1995, Mr. Scavotto continues to provide management services to health care organizations, emphasizing improved management performance as a means of securing financial viability and strategic position. Mr. Scavotto directs all turn-around, re-organization, and strategy engagements.

Mr. Scavotto is a re-certified Fellow in the American College of Healthcare Executives. From 2000 – 07, Mr. Scavotto served as a faculty member at the Graduate Program in Health Administration, Washington University School of Medicine, St Louis, where he taught Policy and Politics and Healthcare Strategic Management. In 2000 and 2001, he was named the Program's Teacher of the Year. He serves on the Advisory Board for the Center for Health Policy, Olin School of Business, Washington University in St Louis, and is a Director of the Affordable Assisted Living Coalition, Springfield, Illinois.

Scott T. Gima, RN has a combination of nursing and management experience that has allowed him to work with health care organizations to improve performance and sustain financial viability.

Mr. Gima has a keen ability to understand business and management issues from a clinical perspective and to relate to clinical personnel.

Mr. Gima has successfully managed the turnaround of the existing Monroe County Care and Rehabilitation Center, a 211-bed skilled nursing facility. The Home improved from an operating loss of nearly \$800,000 in 2000 to an operating profit of more than \$400,000 in 2004. In 2000, available cash was low, requiring short term borrowing from the County. Cash balances increased to nearly \$3 million by the end of 2007.

Mr. Gima served as MPA's Project Manager on the \$19 million Monroe County replacement facility, a project that included 131 skilled nursing beds and 50 supportive living apartments. He was responsible for the business planning, for moving the project through the programming phases, and for providing communication to the County Commissioners. The new facility opened in December 2006 and was renamed Oak Hill. No taxes or county subsidies were used in this project and the debt service payments for the construction bonds are paid in full from operations.

Mr. Gima designed the PPS Revenue Model, a management tool for long term care Medicare revenue enhancement and cost control. His work with the PPS Revenue Model was published in the July 2000 issue of *Nursing Homes Long Term Care Management*. He has also developed a market demand tool for assisted living and supportive living. In addition, Mr. Gima has authored hospital strategic plans, medical staff development plans, and long-range facility-plans; he has developed a hospital-based, multi-disciplinary, clinical oncology program and has created a workers' compensation managed care organization with organized specialty contracting vehicles

for IPAs and self-funded trust funds.

Mr. Gima holds a Master's of Health Administration from St Louis University, a Bachelor of Science in Nursing from St Louis University, and a Bachelor of Arts in Biology from Washington University, St Louis.

Andrew D. Buffenbarger, MBA, LNHA, Managing Associate has more than 20 years' experience in long-term care management, including 14 as an Administrator in private and public facilities. Currently he serves as a Managing Associate at Management Performance Associates developing shared compliance plans, quality management programs, labor negotiation strategies, administrative policies, regulatory risk analysis, and operational audits. Mr. Buffenbarger also manages facility operations for SNF clients including strategic planning, financial management, and quality of care programming.

Mr. Buffenbarger participated in the development of a quality management program which was highlighted by the National Association of State Veterans Homes as a best practice and which achieved deficiency-free surveys in seven Missouri SNFs. He has served as a labor relations specialist, chief root cause investigation advisor, and led person-centered care teams. Mr. Buffenbarger opened and operated two skilled nursing facilities: a 200-bed SNF in Warrensburg, MO and a 243-bed SNF in Urbana, IL.

Mr. Buffenbarger has broad experience resolving regulatory compliance issues for skilled nursing facilities including the Informal Dispute Resolution process and plans of correction. He has worked directly with facility management and line staff to resolve compliance issues related to life safety, quality of care, and financial management. This experience makes Mr. Buffenbarger a strong partner for clients with skilled nursing facilities.

Mr. Buffenbarger has provided compliance training sessions for the annual meetings of the Life Services Network, the Illinois Nursing Home Administrators Association; and compliance education for LeadingAge Missouri members.

Gary Winschel, Director, Fiscal Services provides financial management support services for Management Performance Associates, Inc. With over 15 years of experience, Gary has been able to improve the performance of health care providers including continuing care retirement communities, skilled nursing, assisted and independent living facilities, including HUD projects.

As CFO for Lutheran Senior Services and Controller for The Gatesworth (both in St. Louis, Missouri) his financial responsibilities encompassed 3,500+units, including approximately 650 skilled units, both for-profit and not-for-profit. This included continuing care retirement communities, stand-alone facilities (various care levels), HUD 202 facilities and a Home Health Agency.

As a healthcare financial manager, Gary developed system-wide bond financings and managed the financial responsibilities for new construction, facility acquisitions and renovations. He managed investments and developed investment policies. Duties included creating strategic financial plans for individual and multi-site organizations, and identifying and mitigating business risks and insurance requirements.

Utilizing a systems approach to financial management, Gary established cash flow timelines, cash management controls and procedures, and developed efficient, accurate accounting cycles. By standardizing procedures and checklists, financial information was delivered timely and accurately. Providing annual budgets, dashboard reporting and performance benchmarks gave managers and Board members additional insight to financial performance during monthly reviews.

As a process improvement facilitator, Gary organized business functions and prioritized tasks, aligning responsibilities and accountability by position/function maximized employee potential. He also integrated clinical and financial disciplines and coordinated IT needs throughout the organization.

Gary received his Bachelor of Arts Degree in Business Administration, Concentration in Accounting from Lindenwood College, St. Charles, Missouri.

Margaret Scavotto, General Counsel & Compliance Manager, JD develops compliance programs for skilled nursing facilities and their related services (rehab, pharmacy, home health, and billing). She helps long term care clients design, implement and manage customized, effective compliance programs to satisfy government regulations and improve billing processes and quality of care. Ms. Scavotto develops policies and procedures, and training and audit tools to improve facilities' processes and operational outcomes.

Ms. Scavotto has diverse health care law experience. At Lashly & Baer, P.C., she represented long term care facilities, hospitals, and other health care providers. Ms. Scavotto advised clients on how to comply with HIPAA and other regulatory requirements, and developed policies and procedures. She drafted certificate of need applications and represented applicants in state administrative hearings. She drafted and negotiated purchase contracts for a multi-hospital group purchasing organization, drafted and negotiated professional service contracts and employment contracts for health care providers, and drafted policies and bylaws for health care entities. Ms. Scavotto also represented nurses and social workers before state licensing agencies.

Ms. Scavotto is well versed in HIPAA, and has helped clients create privacy policies and procedures and respond to privacy breaches. She authored the Missouri portion of the American Health Lawyers Association's State Healthcare Privacy Laws Survey (publication pending).

Ms. Scavotto has provided compliance training sessions for the annual meetings of the Life

Services Network, and the Illinois Nursing Home Administrators Association; and compliance education for Leading Age Missouri members.

Prior to working at Lashly & Baer, Ms. Scavotto served as a judicial clerk for the Honorable Kenneth M. Romines on the Missouri Court of Appeals.

MANAGEMENT CONTRACT

MANAGEMENT CONTRACT, made and entered into as of the _____ day of _____(month), 2013, by and between MCLEAN COUNTY, an Illinois governmental entity owning and operating as McLean County Nursing Home, (the "Home"), and MANAGEMENT PERFORMANCE ASSOCIATES, INC., a Missouri corporation, (the "Manager"),

W I T N E S S E T H:

Home operates and maintains in McLean County, Illinois, a nursing facility for the enhancement of the health of those in the community served by this healthcare facility.

Manager has access to a diversified staff of competent personnel, highly trained and experienced in the principal areas of business administration, and management services, encompassing the specific purpose of the Home, as hereinabove described.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein set forth, the Home and Manager hereby jointly agree as follows:

I. DEFINITIONS

For the purpose of this Contract, the following terms shall have the meanings ascribed thereto unless otherwise clearly required by the context in which such term is used.

1. McLean County Board: The term "McLean County Board" shall mean those elected representatives who comprise the McLean County Board. At all times, the McLean County Board shall represent the ultimate governing authority for the Home.

2. Approved Budget: The term "Approved Budget" shall mean the budget as approved as set out in Section 4.14-6 hereof.

3. Home: The term "Home" shall mean the 150 bed nursing home located at 901 N Main, Normal, Illinois, 61761, currently known as the McLean County Nursing Home.

4. Home Expense: The term "Home Expense" shall mean an expense to be paid or incurred by Home in the normal course of business.

5. Management Fee: The term "Management Fee" shall mean the fee paid to Manager provided for in Section VI hereof.

6. Manager: The term "Manager" shall mean Management Performance Associates, Inc., a Missouri corporation.

7. Primary Goal: The term "Primary Goal" shall mean the joint goal of the Home and Manager as herein set out in Section II.

8. State: The term "State" shall mean the State of Illinois, unless otherwise specifically indicated.

9. Term: The term "Term" shall mean the duration of this Contract as set out in Section VIII hereof.

10. Contract: The term "Contract" shall mean this Management Contract made and entered into by Home and Manager.

11. Directors: The term "Directors" shall mean the members of the McLean County Board or its designee.

II. PRIMARY GOAL

The primary goal of this Management Contract is the collective joint goal of the Home and Manager to:

1. At all times acknowledge, and implement the mission of Home, which is exclusively under the direction of the McLean County Board;
2. Provide an objective reporting channel to the McLean County Board;
3. Promote strong administration and management controls between Home and Manager;
4. Maintain and strive to continually improve the operations of the Home to:
 - a. Provide quality nursing and rehabilitation services;
 - b. Maintain programs to promote the effective utilization of Home's services;
 - c. Maintain a deserved public image of excellence for Home;
 - d. Maintain quality staffing of Home;
 - e. Operate Home on a sound, self-supporting financial basis;
 - f. Institute sound financial accounting systems in the Home;
 - g. Institute in Home internal fiscal controls through budgeting procedures;
 - h. Prevent loss of revenues to Home through sound billing procedures;
 - i. Control the cash position of Home through sound collection methods;
 - j. Take such other steps as are necessary to provide top quality care to all residents of Home; and
 - k. Adhere to and fully cooperate with all applicable State and Federal rules and regulations, including but not limited to the Nursing Home Care Act.

III. MANAGER OF OPERATIONS

By the terms of this Contract, and subject to all of the terms and conditions herein contained, Manager shall act for and on behalf of the McLean County Board as sole Manager of the Home. At all times, however, the Home, by and through the McLean County Board, shall retain and exercise the ultimate control and direction of the assets, policies and affairs of Home, including all governance decisions pertaining to Home, consistent with the primary purpose of Home hereinabove stated. Subject to the foregoing reservations of power to the McLean County Board, nothing in this Contract shall be construed to prohibit Manager from contracting with other parties to provide similar services to those being provided hereunder or any other service. Furthermore, nothing herein shall be construed as requiring Manager to maintain specific working hours. Manager shall maintain its own schedule so long as such schedule does not interfere with Manager's ability to meet its obligations hereunder.

IV. MANAGER'S DUTIES

Consistent with the provisions of this Contract and the Primary Goal, Manager shall assist Directors in Directors' supervision, management, and operation of Home which shall include the following:

4.1 General Responsibility. Consistent with the provisions of this Contract, Manager shall provide managerial services for Home, including the specific managerial and consulting services to Home as hereinafter set forth in this Section. As manager of Home, Manager shall have the general responsibility to implement all aspects of the operation of Home in accordance with established policies and procedures of the McLean County Board, and shall have responsibility and commensurate authority for all

such activities. In the event Directors fail to establish such policies or procedures, for whatever reason, Manager may, but is in no way obligated to, establish such policies and procedures as Manager selects. Additionally, Manager will complete an operational review as outlined in Attachment A.

4.1(a) The Manager shall abide by all the requirements set forth in 55 ILCS 5/5-21006, as applicable.

4.2 Administrator. Manager shall provide a qualified health care executive acceptable to the McLean County Board to act as Administrator for the Home and Manager's provision of Administrator shall be a Home Expense. The compensation package for the Administrator shall be pre-approved by the McLean County Board and will be contained in Exhibit A and shall be made a part of this Contract once the Administrator is hired. Manager may from time to time substitute a qualified Administrator, which substitution shall be approved by the McLean County Board or its designee.

Notwithstanding the previous paragraph, the McLean County Board has elected to enter into this Management Agreement with the Administrator to be recruited and employed by McLean County. Manager agrees to such relationship and McLean County Board or its designee acknowledges that a) the Nursing Home Administrator will be subject to the supervision and direction of Manager; b) Manager shall be solely responsible for the performance evaluation (including salary increases) of the Nursing Home Administrator; and c) upon the written recommendation of Manager, the McLean County Board or its designee agrees to remove Nursing Home Administrator from the position of Administrator at the Nursing Home. Failure of the McLean County Board to

act on Manager's written recommendation to remove the Administrator constitutes a breach of this Management Agreement, providing Manager the option to terminate this Agreement on thirty (30) day's written notice. In the event the current Nursing Home Administrator is removed, Manager shall provide a replacement Administrator in accordance with the terms of this section 4.2.

4.3 Manager's Consultants. Manager shall make available to, or obtain the services for, the Home for consultation and advice to the extent deemed appropriate by Manager, the current staff specialists of or available to Manager in areas of operations of facilities similar to Home, including accounting, budgeting, finance, human resources, government programs, insurance, marketing, productivity management, public health surveillance, systems, and procedures, third party reimbursement, and special consultants in other areas of operations as Manager may have available in the future. All expenses under this Section shall be a Manager Expense.

4.4 Special Consultants. Should Directors request a type, form, or level of special consultant, including, but not limited to, underwriters, bond counsel, expert witnesses or other reasonably necessary consultants, which Manager cannot fully provide, or cause to be provided, Manager shall endeavor to locate and make available such special consultant service, the cost of which, including, but not limited to, application fees and license fees, shall be a Home Expense. Legal Services, other than those routinely provided by the McLean County State's Attorney, will be subject to the prior approval by the State's Attorney and will also be a Home Expense. Manager shall provide Home recording and documentation of all such consultant service so performed including a full description of the services performed and the duration of attendance

within Home. Under no circumstance shall Manager have a proprietary interest in, or induce or receive an unlawful kick-back from, any special consultant it may use.

4.5 Contracts. Manager shall advise and assist Home in securing and retaining contracts in the name and for the account of Home with such individuals or entities necessary for the proper and efficient functioning of Home, the cost of which shall be a Home Expense.

4.6 Equipment and Supplies. During the Term, Manager shall cause to be obtained equipment and supplies appropriate for operation of the Home, the cost of which shall be a Home Expense.

4.7 Labor Organization. At the request of the Home, Manager shall advise and assist Home in any matter involving the possible unionization of the employees of Home and in negotiations with any labor union lawfully entitled to represent the employees of Home, including labor mediations and grievances, arbitration and other labor-related hearings, provided, however, that Manager will be complementing and not replacing legal counsel in any of these proceedings.

4.8 Maintenance and Repair. Manager shall keep the Home in good working order and condition and make all necessary and proper repairs in and to Home, its furnishings and equipment, the cost of which shall be a Home Expense.

4.9 Regulatory and Contractual Requirements. Subject to the direction and consent of Directors, Manager shall attempt to cause all things to be done in and about Home reasonably necessary to comply with the requirements of any applicable constitution, statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body respecting the use of Home or the construction, maintenance, or

operation thereof. Subject to the direction and consent of Directors, Manager shall further cause to be discharged all duties with respect to the operation of Home required by any applicable standard, interpretation, ruling, or regulation of the United States Department of Health and Human Services, the Illinois Department of Health, or of any other governmental agency, or entity exercising authority to administer, regulate, accredit, or otherwise set standards for facilities such as Home, the cost of which shall be a Home Expense.

4.10 Insurance. Manager shall periodically review the insurance program of Home and make recommendations with respect thereto to the McLean County Board. The McLean County Board shall negotiate a contract or contracts for, and keep in full force and effect, all policies of insurance of the type, extent, and cost of coverage which is consistent with sound management of the Home, insuring the Home, and the McLean County Board thereof, with limits of coverage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, against the risks customarily insured against by such a Home, the cost of which insurance shall be a Home Expense. Such insurance shall include coverages in sufficient amounts for building and contents, comprehensive general liability, professional liability, directors' and officers' liability, blanket fidelity bond coverage, boiler explosion, comprehensive automobile liability, statutory workers' compensation coverage, and excess liability coverage, which coverage shall name Manager as an additional insured. Certificates of insurance (and any renewals thereof) evidencing such coverage, cancelable only upon not less than ten (10) days prior written notice, shall be delivered to Directors and Manager as soon as practicable after the date hereof (and any renewal date of such insurance policies).

The McLean County Board may fulfill any or all of its obligations hereunder through a program of self-insurance, the details of which shall be reviewed with Manager.

Manager shall obtain a business owner's comprehensive general liability policy of insurance, workers' compensation insurance in the amounts dictated by law and auto (hired/non-owned) liability insurance in an amount not less than \$1,000,000.00 combined single limit naming McLean County, Illinois, and its Board, as an additional insured and will provide the McLean County Board with proof of insurance, cancelable only upon not less than ten (10) days prior written notice, the cost of which insurance shall be a Manager Expense.

Notwithstanding any part or Section of this contract, a breach of the provisions contained in this Section shall entitle the non-breaching party to terminate the contract after thirty (30) day notice is provided to the breaching party. The parties' obligations herein shall end, except those provisions that are expressly stated will survive the termination of the contract. Manager shall be due any fee or expense already incurred.

Both parties will use their best efforts to ensure that all contracts with third parties to perform services at the Home shall contain substantially the same language found in this section.

4.11 Legal Actions. Manager shall advise and assist the Home, and the McLean County Board thereof, in instituting or defending all actions by or against third parties arising out of the operation of Home during the Term, the cost of which shall be a Home Expense.

4.12 Compliance with Third-Party Payor Requirements. Manager recognizes that Home is a participant in various third-party payment programs, including Medicare

and Medicaid, which participation is essential to the financial viability of Home. Therefore, in connection with the subject matter of this Contract, Manager agrees to fully cooperate with Home to meet all reasonable requirements for participation and payment associated with such third-party payment program, including the matters more specifically discussed in Section 4.13 below.

4.13 Third-Party Payment Programs. Home shall properly prepare, sign, and timely file all claims, cost reports, or other documentation required by the Medicare Program, Medicaid Program, and any other third-party payor for the operations of the Home prior to or during the Term. Home shall be solely liable for, and shall hold Manager harmless from, any underpayments or overpayments made to Home by any third-party payor attributable to any period prior to the commencement of the Term and for any and all recapture or other charges by any such payor attendant to the transactions herein contemplated or the actions of Home.

Pursuant to Section 1861(v)(1)(II) of the Social Security Act, as amended,

Manager agrees:

- (i) until the expiration of four years after the furnishing of such services pursuant to this contract, the Manager shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records of Manager that are necessary to certify the nature and extent of such costs, and
- (ii) if Manager carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books,

documents, and records of such organization that are necessary to verify the nature and extent of such costs. In addition, Manager agrees to make available to Home such information and records as Home may reasonably request to facilitate Home's compliance with the Medicare Conditions of Participation and to facilitate Home's substantiation of its reasonable costs in accordance with the requirements applicable to Home pursuant to 42 C.F.R. Subpart D of Part 405 and Subpart C of Part 420.

4.14 Financial Affairs. This Section sets forth in more particularity certain financial matters involving Home and Manager:

4.14-1 Charges. From time to time, Manager will recommend to Directors for approval the overall rate structure of Home including patient room charges, charges for all ancillary services, charges for supplies, medication, and special services, and all such charges shall take into account the financial obligations of Home and the level of rates at other comparable facilities and the importance of providing care at a low cost, all considered in a manner most likely to achieve the Primary Goal. Consistent with the foregoing, the Directors, based upon the advice of Manager, shall have the exclusive authority to approve the rates and charges for services rendered by Home. Recognizing that a reasonable charge structure may, in certain events, fail to fully satisfy all expenses associated with the Home, in this connection it shall be the duty of the Directors to charge sufficient rates for services rendered by Home, to the extent practicable, and to utilize all other available sources of revenues other than donor restricted funds, so that Home revenues will be produced sufficient to pay all expenses in connection with the ownership, operation, and maintenance of Home, and to pay the principal and interest on Home's outstanding debts, if any.

4.14-2 Reports. Manager shall keep Directors informed as to the financial status, condition, and operation of Home with monthly written reports.

4.14-3 Credits and Collections. Manager shall recommend to the McLean County Board policies and procedures for a sound, feasible, and prudent credit and accounts receivable programs. Upon approval by the McLean County Board of said program, Manager shall implement the same by taking all reasonable steps necessary to effectuate timely bills by Home including the issuance of invoices, statements for services rendered, and materials furnished by Home, the collection of accounts and monies owed to Home, including the referral of all legal proceedings necessary, the cost of which shall be a Home expense.

4.14-4 Payment of Accounts and Indebtedness. Manager shall recommend to Directors policies and procedures for a sound, feasible, and prudent accounts payable program. Upon approval by Directors, Manager shall implement same by taking all necessary steps to prepare and transmit all checks, vouchers, and other documents necessary for the payment of payroll, trade accounts, amounts due on short- and long-term indebtedness, taxes, rents, and all other obligations of the Home.

4.14-5 Accounting and Financial Records. Manager shall establish and administer accounting procedures and controls, and systems, for the development, preparation, and safekeeping of records and books of accounting relating to the business and financial affairs of Home, in accord with generally accepted accounting principles and consistent with the practices or directives of Directors.

4.14-6 Budget. Annually, Manager shall prepare and submit to Directors, in writing, a capital expenditure and operating budget (the "Budget") for the Home's next fiscal year at a time specified by the McLean County Board prior to the commencement thereof. Said budget shall set forth (a) a detailed program of capital expenditures, designating same as mandatory or desirable; (b) an estimate of operating revenues and expenses including the Management Fee (Section 6 herein); (c) an explanation of any anticipated changes in the Home's utilization, payroll rate, and positions, non-wage cost increases; and (d) all other factors differing significantly from the then current fiscal year. Directors and Manager shall consider the proposed budget in joint conferences, and upon approval by McLean County Board, shall be known as the "Approved Budget." Manager shall operate the Home as therein provided by the "Approved Budget," so that the actual reviews, costs, and expenses of the operation and maintenance of Home during any applicable period of the fiscal year shall be consistent with the Approved Budget. The inclusion of any item within the Approved Budget shall constitute all necessary approval of McLean County Board for Manager to expend Home funds for the budgeted item.

4.14-7 Access. McLean County Board shall have the right at all reasonable times to audit, examine, and make copies of books of account maintained by Manager applicable to Home. Such right may be exercised through any agent or employee designated by McLean County Board or by an independent public accountant.

V. COVENANTS NOT TO HIRE

During the term of this contract and for a period of two (2) years following the termination of this Contract, Home shall not employ, except with the written consent of Manager, any person whom Manager has provided who also was an employee of Manager or any business entity affiliated with Manager in any capacity whatsoever.

VI. MANAGEMENT FEE

For the services rendered hereunder by Manager and as a Home Expense, Home shall pay Manager as a Management Fee the amount of \$15,000 per month, in advance. In addition to the Management Fee, direct costs of Manager for travel expenses, incurred in carrying out the duties of this Contract shall be reimbursed separately by Home on a monthly basis subject to the terms of the McLean County Travel Policy.

The Management Fee shall be adjusted annually, effective as of the end of each twelve month period (the "Anniversary Date"), in an amount equal to the percentage increase in the Consumer Price Index as calculated below:

As promptly as practicable after each Anniversary Date of this Contract, the parties shall compute the increase, if any, in the Consumer Price Index For All Urban Consumers, U.S. City Average, All Items (1982-1984 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor ("Index"), over such Index for the preceding Anniversary Date of this Contract; provided, however, that the total adjustment to the Management Fee during the initial term of this Contract shall not exceed ten percent (10%).

The Index number for the month immediately preceding the date of this Contract shall be the "Base Index Number," and the corresponding Index number for the same month immediately preceding the Anniversary Date for which the computation is made shall be the "Current Index Number."

The Current Index Number shall be divided by the Base Index Number;

from the quotient thereof there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the commencement date of this Contract and the Anniversary Date as of which such increase is computed.

If publication of the Index upon which the increase is based shall be adjusted in any respect by the Bureau of Labor Statistics, this computation shall be adjusted appropriately, and if the publication of such Index shall be discontinued, the parties shall agree upon another appropriate index to use for the purposes of such annual increase.

Any increase in the Management Fee, determined hereunder, shall apply during the Contract Year beginning with the Anniversary Date as of which such increase is computed. Until such increase is determined, Manager shall continue payments of the monthly Management Fee as determined for the prior Contract Year, and the increase, when determined, shall be payable retroactively to the beginning of the Current Contract Year.

VII. INDEMNITY

7.1 Indemnity.

- a. The Home shall defend, indemnify and hold harmless Manager, its employees, directors, agents and contractors against all claims by third parties (including reasonable legal fees and expenses) to the extent that such claims arise out of or are occasioned by Home's acts or omissions or failure to perform its obligations under this Contract. Manager shall promptly notify Home of any claim. Manager shall fully cooperate with Home in the defense of said claim. The obligation to defend, indemnify and hold harmless shall survive termination or expiration of this Contract.
- b. With specific reference to Manager's obligation referenced in section 4-10 to

provide a business owner's comprehensive general liability insurance policy with hired/non-owned automobile liability insurance and to provide worker's compensation insurance in the amounts dictated by law, Manager shall defend, indemnify and hold harmless Home, its employees, directors, agents and contractors against all claims by third parties (including reasonable legal fees and expenses) to the extent that such claims arise out of or are occasioned by Manager's acts or omissions under this Contract or failure to perform its obligations hereunder; provided, however, that Manager's indemnification obligation pursuant to this Section 7.1(b) shall be limited to the amount and type of coverage provided by Manager's insurance policies, which policies are described in Section 4.10. The parties agree and understand that Manager shall have no obligation to defend, indemnify, or hold harmless Home, its employees, directors, agents or contractors, for any claims solely arising out of the performance of clinical services by Home employees, including the hiring and/or training of Home employees who perform clinical services. Home shall promptly notify Manager of any claim. Home shall cooperate fully with Manager in the defense of said claim. The obligation to defend, indemnify and hold harmless shall survive termination or expiration of this Contract.

- c. Manager agrees to indemnify and hold harmless County, its directors, officials, and employees from any claims by the Internal Revenue Service, Illinois Department of Revenue, Illinois Municipal Retirement Fund or any federal or state unemployment agency, as a result of this Contract resulting from the employment by Manager of any of its employees, including legal fees and costs,

court costs and any other litigation expenses.

- d. Both parties will use their best efforts to ensure that all contracts with third parties to perform services at the Home shall contain substantially the same language found in this section.

VIII. TERM OF CONTRACT

This Contract shall be for a term of four (4) months, commencing on the ____ day of _____(month), 2013, and expiring on the 30th day of _____(month), 2013 (the "Term"). This Contract may extend thereafter on a month-to-month basis by mutual agreement of the parties.

After the initial four (4) month term, this Contract may be terminated by either party on thirty (30) days advance written notice, provided that all fees, including reimbursables and out-of-pocket expenses, earned by Manager to the end of the thirty (30) day notice period have been paid by Home.

IX. MISCELLANEOUS

9.1 Proprietary Items and Access. The systems, methods, procedures, and controls employed by Manager in the performance of this Contract are proprietary in nature, shall be and remain the property of Manager, and shall not at any time be utilized, distributed, copied, or otherwise employed by Home except in the operation of Home. Manager shall have complete access to the records of Home in order that it may carry out its obligations hereunder, and shall keep confidential any such information designated as confidential by Home or by law. The above section is subject to any applicable open meeting and freedom of information laws.

9.2 Additional Assurances. The provisions of this Contract shall be self-

operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of any party, the party requested shall execute such additional instruments and take such additional acts as the requesting party may deem necessary to effectuate this Contract.

9.3 Consents, Approvals, and Discretion. Except as herein expressly provided to the contrary, whenever this Contract requires any consent or approval to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

9.4 Legal Fees and Costs. In the event of any litigation to enforce any provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as may be judicially determined.

9.5 Benefit/Assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns, provided, however, that no party may assign this Contract or any or all of its rights or obligations hereunder (except by operation of law) without the prior written consent of the other party, which shall not be unreasonably withheld.

9.6 Accounting Date. The transactions contemplated hereby shall be effective for accounting purposes as of the effective date of this Contract.

9.7 No Brokerage. The parties represent to each other that no broker has in any way been contracted in connection with the transactions contemplated hereby. Each party agrees to indemnify each other party from and against all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed

or alleged to have been employed by such indemnifying party.

9.8 Cost of Transaction. (i) Home will pay the fees, expenses, and disbursements of the McLean County Board and its agents, representatives, accountants, and counsel incurred in connection with the subject matter hereof and any amendments hereto; and (ii) Manager will pay the fees, expenses, and disbursements of Manager and its agents, representatives, accountants, and counsel incurred in connection with the subject matter hereof and any amendments hereto.

9.9 Waiver of Breach. The waiver by either party of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.10 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipts request, addressed as follows:

Home: McLean County
Government Center
Room 401
115 E. Washington Street
Bloomington, IL 61701

Manager: Management Performance Associates
Woods Mill Towers – Suite 501 South
14323 South Outer Forty Drive
Chesterfield, Missouri 63017

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by

such party.

9.11 Severability. In the event any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Contract, which shall be in full force and effect, enforceable in accordance with its terms.

9.12 Gender and Number. Whenever the context of this Contract requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

9.13 Divisions and Headings. The divisions of this Contract into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect whatsoever in construing the provisions of this contract.

9.14 Entire Agreement/Amendment. Except as otherwise expressly agreed in writing by the parties, this Contract supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter and no party shall be entitled to other benefits than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. All prior representations or agreements, whether written or oral, not expressly incorporated herein, as superseded, and no changes in or additions to this Contract shall be recognized unless and until made in writing and signed by all parties hereto. This Contract may be executed in two or more counterparts, each and all of

which shall be deemed an original and all of which together shall constitute but one and the same instrument.

9.15 Governance. This Contract shall be governed by the laws of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple originals by their duly authorized officers, all as of the day and year first above written.

COUNTY OF MCLEAN

By: _____

ATTEST: _____

By: _____
Secretary

MANAGER:

MANAGEMENT PERFORMANCE ASSOCIATES



By: _____
Signature

President
Title

Attachment A
Operational Review

Typically, the operational audit encompasses the following items:

1. Examine the current mission of the facility, operational procedures, policies and practices and make recommendations as to what, if any, changes should be made to improve efficiency and/or services to residents.
2. Examine current organizational structure and staffing patterns and make recommendations as to what, if any, changes should be made to improve efficiency and/or services to residents.
3. Examine expenses to determine to determine the reasonableness against other facilities, with particular emphasis on other County homes. To further determine what, if any, changes should be made to decrease the facility's expenses.
4. Examine revenues to determine the possibility of maximizing reimbursement. To further determine what, if any, changes should be made to increase the facility's net revenues. Examination should include analysis of potential for change in the Private/Medicare/Medicaid patient mix.
5. Examine critical contracts to assure that the facility is correctly positioned under the Medicare Prospective Payment System. We make specific reference to contracts for pharmacy and rehab services.
6. Examine the facility's competitive and comparative position versus other facilities in McLean County.
7. Additionally, with the pending 2014 implementation of the Medicare Medicaid Alignment Initiative (MMAI), MPA will also assess the current status of preparation for the rollout of managed care in Illinois.

Members McIntyre/Owens moved the County Board approve of a Request for Approval of a Contract with Management Performance Associates for Interim Management Services at the McLean County Nursing Home – County Administrator’s Office.

Member Buchanan stated that he needed clarification regarding the goal for the contract. Mr. Wasson stated that the goal is to ensure the nursing home continued to operate and for Management Performance Associates (MPA) to do an operational review. Member Buchanan asked what the fee was for this service and Mr. Wasson replied that it is \$10,000 for the operational review and \$15,000 per month for management. Member Buchanan asked if the proposal from a local organization was being considered.

Chairman Sorensen stated he moved this from the Consent Agenda to make Board Members aware that they had received another proposal. He said that MPA had come highly recommended and he was unaware at the time that Heritage Enterprises also offered temporary management services. He explained that the Board could pass the contract as presented or send it back to staff and ask them to compare the two vendors. He further stated that the initial concern was to get Jack Moody a temporary license so the nursing home would have a licensed administrator.

Member Owens stated that it was quite a surprise to the public and the nursing home staff that Mr. Reihl was leaving. He then expressed concern that Heritage Enterprises was a competitor and said he strongly opposed considering their proposal.

Members Wendt/Erickson moved the County Board send this back to the Executive Committee. Member Gordon asked who would be the temporary administrator if this was sent back to Committee and Chairman Sorensen replied that it would be Mr. Moody.

Member Erickson asked if they would lose anything financially or substantively by sitting on this and thinking about it for a month. Mr. Wasson explained that it would be the only real issue would be the capacity of Mr. Moody to perform two jobs but they could proceed with some portions of a search. Member Erickson said that Mr. Moody was certainly capable and he thought it was only fair to send this back.

Member Segobiano stated that he believed there were some other costs that were not listed and he believed that, for the sake of the taxpayers, they needed to take a closer look at this and consider other options.

Member Rankin asked what was the duration of Mr. Moody’s temporary license and if they would have to reapply if this were delayed. Mr. Wasson replied that he didn’t anticipate his temporary license expiring before the search process was completed.

Member Cavallini asked how much time had they had to work on a plan and Chairman Sorensen replied that they had less than a week.

Member Wollrab stated she would like to see us examine at least these two proposals and wondered if there was opportunity to get other ones. She also said she thought it would be wise to take a look at what Heritage has to offer.

Member Gordon stated that he meant no disrespect to Heritage Enterprises but he was concerned about the potential for conflict of interest. He said that made him uncomfortable.

Member Sorensen reminded the Board that if they approved the Wendt/Erickson motion they would not have to make a decision that day.

Member Schafer stated she agreed with Members Owens and Gordon. She didn't believe it was fair that Heritage made their proposal after seeing MPA's proposal. She asked if this goes back, if it would then become an RFP. Chairman Sorensen replied that they didn't have time for a full RFP process but agreed it wasn't fair that Heritage had seen MPA's proposal. He said he would ask that the Committee make certain they both had the same competitive opportunities and to make sure they were comparing apples to apples.

Member Buchanan stated that he couldn't support not looking at Heritage's proposal.

Members Wendt/O'Connor called for the question. Member Sorensen stated a "yes" vote would close the debate and it would have to pass by a 2/3 majority. All those in favor of closing debate please signify by saying yes. Clerk Michael shows the roll call vote as follows: McIntyre-yes; O'Connor-yes; Owens-no; Rankin-no; Robustelli-no; Schafer-yes; Segobiano-yes; Soeldner-yes; Wendt-yes; Wollrab-yes; Buchanan-yes; Caisley-yes; Cavallini-no; Erickson-yes; Gordon-no; Harris-no; Hoselton-yes; and Sorensen-no. Sorensen voted no to break the tie vote of 2/3 majority. Motion fails – debate is still open.

Member Harris asked if it would be possible to not include Heritage only but also to have a short search included. Chairman Sorensen stated he believed that was probably the direction that staff would take due to this discussion.

Chairman Sorensen explained to the Board an operation review is a component of the Heritage proposal as well.

Member Soeldner asked if there was anyone else at the nursing home who had a temporary administrator license like Mr. Moody and Mr. Wasson stated there was not. Mr. Wasson also explained that Mr. Moody is at the nursing home every day.

Member Owens asked when the Heritage proposal was received and Chairman Sorensen told him it was the day before. Member Owens asked if the chosen firm would be assisting Mr. Moody with the management of the nursing home while doing the analysis and Mr. Wasson said they would be. Member Owens stated he believed this firm would keep the nursing home on track and delaying wouldn't help the situation.

Member Segobiano stated he supported sending this back to the Executive Committee.

Member Wollrab asked if there was another way to keep the search on track. Member Sorensen stated that if this were sent back to Executive Committee then Mr. Wasson and his staff would have twice as much time to create a more defined plan.

Member Gordon stated that an operations audit done by a potential competitor sharpened his concern for a conflict of interest and because of this he would oppose sending it back.

Mr. Wasson stated that Jack Moody bought them some time because of his willingness to do the work he is currently doing at the nursing home. He further stated that he is grateful for Mr. Moody's willingness to step up and perform as the temporary administrator and given them the opportunity to send this back for further review if the Board so chose.

Member McIntyre stated, in response to Member Gordon's comments, that he thought it was possible for Heritage to do the review without conflict.

Member Soeldner stated he was going to vote in support of sending this back and called for the question.

Chairman Sorensen stated that there was a call of the question and asked if there were any objections to calling the question. No objections. He said there had been a request for a roll call on the Wendt/Erickson motion. A "yes" vote supports the motion to send this back to Executive Committee. Clerk Michael shows the roll call vote as follows: McIntyre-yes; O'Connor-yes; Owens-no; Rankin-yes; Robustelli-yes; Schafer-yes; Segobiano-yes; Soeldner-yes; Wendt-yes; Wollrab-yes; Buchanan-yes; Caisley-yes; Cavallini-yes; Erickson-yes; Gordon-no; Harris-yes; Hoselton-abstained. Motion passes 14-2.

TRANSPORTATION COMMITTEE:

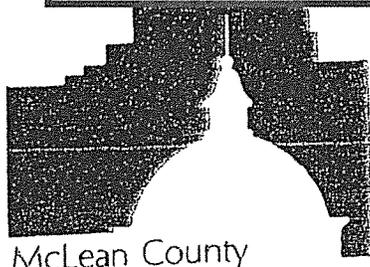
Member Hoselton, Chairman, stated the Transportation Committee had no Items to be Presented for Action.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the Land Use and Development Committee had Items to be Presented for Action.

PROPERTY COMMITTEE:

Member Segobiano, Chairman, presented the following:



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box: 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

August 27, 2013

TO: Honorable William Caisley, Chairperson, and Honorable Members of the
McLean County Justice Committee

FROM: Sheriff Mike Emery

RE: September 3rd, 2013 Justice Committee Meeting

I respectfully request that the following items be placed on the September 3rd, 2013
Justice Committee Agenda for Action and Information:

ACTION

1. Interlocal Agreement Between the City of Bloomington, Town of Normal
and County of McLean. 2013 Byrne Justice Assistance Grant (JAG)
Program Award

INFORMATION

1. McLean County Detention Facility Population Report

Respectfully,



Mike Emery
Sheriff

AN ORDINANCE approving a Fourth Amendment to Lease Agreement to be entered into between 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, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the County under such Fourth Amendment to Lease Agreement.

* * *

WHEREAS, Public Building Commission of McLean County, McLean County, Illinois (the "*Commission*"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "*Act*"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, the Commission, has heretofore issued its Public Building Revenue Bonds, Series 2004 (the "*2004 Bonds*"), to acquire and improve an office building and related facilities located on the Site and Parking Site (as described and defined in the hereinafter Original Lease) (the "*Project*"), and that the Site and Parking Site, together with the structures thereon and the improvements and additions provided for in the Original Lease, including the Project, have been leased to The County of McLean, Illinois (the "*County*") and the City of Bloomington, McLean County, Illinois (the "*City*"), in accordance with the terms of the Act; and

WHEREAS, the County, the City and the Commission have previously entered into a Lease related to the Project, dated as of November 20, 2001, as amended by an Amendment to Lease Agreement, dated December 12, 2003, a Second Lease Agreement Amendment, dated October 4, 2005, and a Second Amendment to Lease Agreement, dated September 27, 2010 (together, the "*Original Lease*"); and

WHEREAS, the County, the City and the Commission propose to enter into a Fourth Amendment to Lease Agreement, substantially in the form attached hereto as *Exhibit A* (the "*Amendment*," and together with the Original Lease, the "*Revised Lease*"), between the County, the City and the Commission, and providing for payment by the County and the City to the Commission of rentals for the use and occupancy of the Project by the County and the City, in accordance with the terms and provisions of the Original Lease, the Amendment and the Act:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the County Board of The County of McLean, Illinois, as follows:

Section 1. The County Board of the County (the "*Board*") hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. The Amendment and all the terms and provisions thereof, in substantially the form provided hereby, are hereby approved and the Chairman of the County Board (the "*Chairman*") and the County Clerk of the County (the "*County Clerk*") are hereby authorized and directed to execute, in the name of the County, the Amendment, without any further authorization or direction from the Board; *provided, however*, that the Chairman and the County Clerk shall not execute the Amendment if the Chairman (the "*Designated Representative*") finds and determines that the hereinafter defined Bonds are sold at such price and bear interest at such rates that the taxes levied in Section 3 hereof are insufficient to pay (i) the principal of and interest due on the Bonds and the Commission's outstanding Public Building Revenue Refunding Bonds, Series 2010 (the "*2010 Bonds*"), in each bond year (November 1 and May 1) and (ii) an amount sufficient to pay the Costs of Operation and Maintenance (as defined in the resolution adopted by the Board of Commissioners of the Commission authorizing the issuance of the Commission's Public Building Revenue Bonds, Series 2001). The County hereby requests

the Commission to issue its Public Building Revenue Refunding Bonds, Series 2013 (the “Bonds”), to refund the 2004 Bonds due on and after November 1, 2014.

Section 3. For the purpose of paying the annual rent payable under the Revised Lease, there shall be and there is hereby levied a direct annual tax upon all the taxable property in the County, to wit:

<u>LEVY YEAR</u>	<u>TAX PER ORIGINAL LEASE</u>	<u>ADJUSTMENT IN TAX DUE TO AMENDMENT</u>	<u>TAX PER REVISED LEASE</u>
2013	\$1,148,685	\$0.00	\$1,148,685
2014	1,148,685	0.00	1,148,685
2015	1,148,685	0.00	1,148,685
2016	1,147,401	0.00	1,147,401
2017	1,148,685	0.00	1,148,685
2018	1,148,685	0.00	1,148,685
2019	1,148,685	0.00	1,148,685
2020	286,785	0.00	286,785
2021	229,000	0.00	229,000

To the extent that the taxes levied above exceed the amount necessary to pay the annual rental payable by the County under the Revised Lease, the Designated Representative is hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay the annual rental payable by the County under the Revised Lease, in the following bond year. In order to effectuate said abatement, the Designated Representative is hereby authorized to execute a Certificate of Abatement, and said Certificate shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 4. The County Clerk, as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached a certified copy of the Amendment, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Revised Lease by the

County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2013 to 2021, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Revised Lease, and it shall be the duty of the County Clerk annually during the term of the Revised Lease to extend said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental due from the County in such Revised Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall be in addition to all other taxes now or hereafter authorized to be levied by the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

Section 5. The taxes levied in Section 3 hereof may be abated by the County prior to the extension thereof, in the amount of any funds paid to the Commission as advance rent pursuant to the Revised Lease.

Section 6. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with

whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The County Board hereby authorizes the Chairman, the County Clerk and the County Treasurer of the County (the "*Treasurer*") to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the County Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the County Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 7. The County does hereby consent to the preparation and use of a Preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The Chairman of the County Board is hereby authorized and empowered, if requested by the underwriter for the Bonds, to execute and deliver the final Official Statement in the name and on behalf of the County; and that from and after the execution and delivery of the final Official Statement, the officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Official Statement as executed.

Section 8. It is necessary and in the best interest of the County to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds, the 2010 Bonds and debt obligations of the County, the interest on which is excludable from “gross income” for federal income tax purposes (including the Bonds, the “*Tax-Exempt Obligations*”). Further, it is necessary and in the best interest of the County that (i) the County Board adopt policies with respect to record-keeping and (ii) the Compliance Officer (as hereinafter defined) shall at least annually review the County’s Contracts (as hereinafter defined) to determine whether the Tax-Exempt Obligations comply with the federal tax requirements applicable to each issue of the Tax-Exempt Obligations.

(a) *Compliance Officer Is Responsible for Records.* The Treasurer (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the County with respect to each issue of the Tax-Exempt Obligations, and such officer shall report to the County Board at least annually that he or she has all of the required records in his or her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax-Exempt Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax-Exempt Obligations, including without limitation (i) the proceedings of the County authorizing the Tax-Exempt Obligations, (ii) any offering document with respect to the offer and sale of the Tax-Exempt Obligations, (iii) any legal opinions with respect to the Tax-Exempt Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax-Exempt Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the County with respect to each issue of Tax-Exempt Obligations and shall prepare a report for the County Board stating whether or not the County has any rebate liability to the U.S. Treasury, and setting forth any applicable exemptions that each issue of Tax-Exempt Obligations may have from rebate liability. Such report shall be updated annually and delivered to the County Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax-Exempt Obligations and shall determine what requirements the County must meet in order to maintain the tax-exemption of interest paid on the Tax-Exempt Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in

order to establish that the interest paid on the Tax-Exempt Obligations is entitled to be excluded from “gross income” for federal income tax purposes. Notwithstanding any other policy of the County, such retained records shall be kept for as long as the Tax-Exempt Obligations relating to such records (and any obligations issued to refund the Tax-Exempt Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the bond transcripts delivered when any issue of Tax-Exempt Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all bond proceeds for their intended purposes;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax-Exempt Obligations has been held;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax-Exempt Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the U.S. Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax-Exempt Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the U.S. Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the County, including any leases (the “*Contracts*”), with respect to the use of any property owned by the County and acquired or financed with the proceeds of the Tax-Exempt Obligations, any part of which property is used by a private person at any time when such Tax-Exempt Obligations are or have been outstanding.

(e) *Tax-Exempt Working Capital Financings*. The Compliance Officer shall periodically (as explained in the next sentence) prepare a statement showing actual cash balances, expenditures and receipts (a “*Working Capital Statement*”) for the monthly periods for which bonds, notes or warrants issued to finance working capital expenditures (“*Working Capital Bonds*”) are outstanding. The Compliance Officer shall prepare such Working Capital Statement within 30 days of the end of each anniversary of the issuance of any Working Capital Bonds subject to the requirement to pay rebate to the Federal government and within thirty days of the retirement of such Working Capital Bonds. A

Working Capital Statement that the Compliance Officer prepares in connection with a new issuance of Working Capital Bonds will comply with this paragraph if the Working Capital Statement covers the months that would otherwise be included in the Working Capital Statement described in the preceding sentence.

(f) *IRS Examination.* In the event the Internal Revenue Service (“IRS”) commences an examination of any issue of Tax-Exempt Obligations, the Compliance Officer shall inform the County Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination.

(g) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax-Exempt Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the County Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2009-31 or similar program instituted by the IRS.

(h) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the County has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the County’s staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax-Exempt Obligations then currently outstanding (the “*Tax Agreements*”) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(i) *Amendment and Waiver.* The County may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax-Exempt Obligations and as authorized by passage of a resolution by the County Board.

Section 9. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 10. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 11. All ordinances or resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted September 17, 2013.

Chairman, County Board

County Clerk

EXHIBIT A

FOURTH AMENDMENT TO LEASE AGREEMENT

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement made this ____ day of _____, 2013, 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 a Lease made the 20th of November, 2001, and amended by an Amendment to Lease Agreement made the 12th day of December, 2003, a Second Lease Agreement Amendment made the 4th day of October, 2005, and a Second Amendment to Lease Agreement made the 27th day of September, 2013 (collectively, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Site and the Parking Site (each as described and defined in the Original Lease) together with the structures thereon and the improvements and additions provided for under the Original Lease, including the Project (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease to take into account the issuance by the Commission of bonds to refund certain bonds previously issued by the Commission to finance the Project; and

WHEREAS, in order to provide the necessary revenues for the payment of said refunding bonds, for the payment of bonds of the Commission issued or hereafter issued for the improvement of the Site, the Parking Site, the structures thereon or the improvements and additions provided for under the Original Lease, including the Project, for all interest that may accrue on said bonds and for the costs of 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 provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I— REFUNDING BONDS

For the purpose of refunding certain bonds previously issued by the Commission to finance the Project, the following actions will be taken by the Commission:

- A. The Commission shall, with reasonable promptness, upon the execution of this Amendment and pursuant to the provisions of Section 15 of the Public Building

Commission Act of the State of Illinois, as amended (the "Act"), provide for the authorization, sale, execution and delivery by it of its bonds in the principal amount of \$_____ to be designated "Public Building Revenue Refunding Bonds, Series 2013" (the "Bonds"), for the purpose of paying the cost of refunding certain bonds previously issued to finance the Project, pursuant to the provisions of the resolution adopted by the Board of Commissioners of the Commission on the 1st day of October, 2013, authorizing and providing for the issue of the Bonds (the "Bond Resolution"), the provisions of which are made a part hereof by reference.

B. Upon the issuance of the Bonds, the Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

SECTION II — AMENDMENT OF ORIGINAL LEASE

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

The County covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$429,176	\$	\$
2015	429,176		
2016	429,176		
2017	428,737		
2018	429,176		
2019	429,176		
2020	429,176		
2021	134,272		
2022	114,500		

The City covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$719,509	\$	\$
2015	719,509		
2016	719,509		
2017	718,664		
2018	719,509		
2019	719,509		
2020	719,509		
2021	152,513		
2022	114,500		

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

SECTION III — MISCELLANEOUS

A. The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$_____. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

B. 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.

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

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 Commission; 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

(AFFIX CORPORATE SEAL)

By: _____
Chairman, Board of Commissioners

ATTEST:

County Clerk

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

By: _____
Chairman, County Board

ATTEST:

City Clerk

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS

By: _____
Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that _____ and _____, 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 Commission, 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 Commission, 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 _____, 2013.

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 Matt Sorensen 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 _____, 2013.

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 Tracey Covert, 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 _____, 2013.

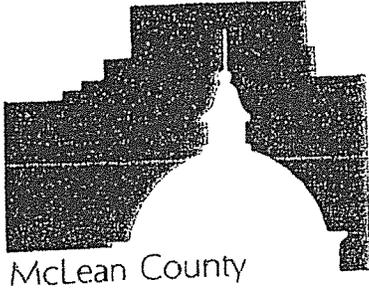
Illinois Notary Public

(NOTARIAL SEAL)

Members Segobiano/Schafer moved the County Board approve of a Request for Approval of an Ordinance Approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as Lessor, and the County of McLean, Illinois, and the City of Bloomington, McLean County, as Lessees, and Providing for the Levy and Collection of a Direct Annual Tax sufficient to pay the rent payable by the County under such Fourth Amendment to Lease Agreement - County Administration. Member Caisley asked what the current rate of interest was on the bonds, if they were callable, and what they could expect regarding interest on the refunding bonds. Chairman Sorensen introduced Kevin Wills, the bond consultant from First Midstate. Mr. Wills stated the 2004 bonds are subject to a call. He also stated the approximate rate on the old bonds was right around 4.3% and the estimated rate on the new bonds will be 3.15%. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:

Member Caisley, Chairman, presented the following:



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box: 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

August 27, 2013

TO: Honorable William Caisley, Chairperson, and Honorable Members of the
McLean County Justice Committee

FROM: Sheriff Mike Emery

RE: September 3rd, 2013 Justice Committee Meeting

I respectfully request that the following items be placed on the September 3rd, 2013
Justice Committee Agenda for Action and Information:

ACTION

1. Interlocal Agreement Between the City of Bloomington, Town of Normal
and County of McLean. 2013 Byrne Justice Assistance Grant (JAG)
Program Award

INFORMATION

1. McLean County Detention Facility Population Report

Respectfully,



Mike Emery
Sheriff

CONTRACT NO. _____

THE STATE OF Illinois
COUNTY OF McLean

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL
AND COUNTY OF MCLEAN, IL

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 8th day of July, 2013, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY; the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County, Town, and City Government codes: and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City agrees to provide the County \$0 from the JAG award.

WHEREAS, the City agrees to provide the TOWN \$10,183.00 from the JAG Award.

WHEREAS, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY, TOWN, and CITY agree as follows:

Section 1.

CITY agrees to pay County a total of \$0 of JAG funds.

Section 2.

CITY agrees to pay TOWN a total of \$10,183.00 of JAG funds.

Section 3.

CITY agrees to use \$33,225.00 for technology, training, and equipment.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

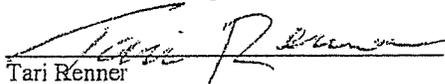
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

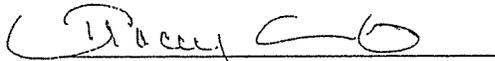
CITY OF Bloomington, IL

COUNTY OF McLean, IL.

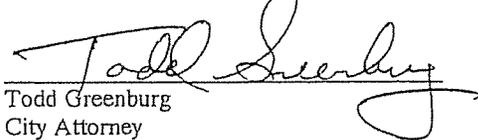

Tari Renner
Mayor, City of Bloomington

Matt Sorensen
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM:


Tracey Covert
City Clerk for City of Bloomington

Mike Emery
McLean County Sheriff

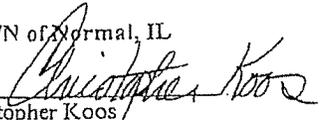

Todd Greenburg
City Attorney

Kathy Michael
McLean County Clerk

Hannah Eisner
Assistant Civil State Attorney

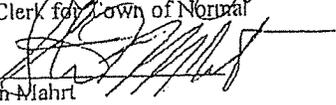
GMS APPLICATION NUMBER

TOWN of Normal, IL


Christopher Koos
Mayor, Town of Normal

ATTEST: APPROVED AS TO FORM:


Wendellyn Briggs
City Clerk for Town of Normal


Steven Mahrt
Corporate Counsel

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Members Caisley/Soeldner moved the County Board approve of a Request for Approval of an Interlocal Agreement between the City of Bloomington, Town of Normal, and County of McLean for the 2013 Byrne Justice Assistance Grant (JAG) Program Award - Sheriff's Department. Member Caisley moved for approval to amend the agreement. Chairman Sorensen stated that this Agreement had already been approved by the City of Bloomington and the State. If the board chose to approve it as amended, the City of Bloomington would have to go back and approve it as amend and the State would have to agree to the changes. Chairman Sorensen as Member Caisley if he still wanted to move the amendment. Member Caisley deferred to the State's Attorney. The State's Attorney said that best practice would be to make the amendments but he believed the agreement would be understandable without them. Discussion followed. (Full audio is available at www.mcleancountyil.gov/Archive.aspx). Clerk Michael shows Members voting against the amendment of the Motion. Motion fails. Clerk Michael shows all Members present voting in favor of the Motion as originally presented. Motion carried.

Member Caisley, Chairman, presented the following:

17 of 2013

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2013
 Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 20, 2012, 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 2013 Fiscal Year beginning January 1, 2013, and ending December 31, 2013; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Circuit Clerk's Fund 0140 and the McLean County Circuit Clerk's Office 0015; and,

WHEREAS, the McLean County Information Technology (IT) Director considers three (3) years the life-cycle for computers - as hardware life-cycle management should reduce failures and data loss; all support for Microsoft XP operating system ends April 8, 2014; IT is urging all departments to move to Microsoft Office 2010 as soon as possible; the McLean County Circuit Clerk's computers, in service since 2010, have XP and Microsoft Office 2007; and the McLean County Circuit Clerk's office has experienced several computer hardware failures; the McLean County Circuit Clerk is seeking to replace computers and office software; and,

WHEREAS, the Justice Committee at its regular meeting on September 3, 2013, 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 Circuit Clerk's Fund 0140, the following appropriations:

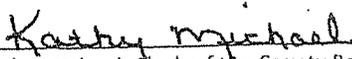
	ADD		
	<u>ADOPTED</u>	<u>(SUBTRACT)</u>	<u>AMENDED</u>
Computers Under \$1000			
0140-0015-0014 0621.0005	\$ 1,000	\$ 38,000	\$ 39,000
Software License Agreements			
0140-0015-0014 0750.0004	\$ 1,500	\$ 13,000	\$ 14,500

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

ADOPTED by the McLean County Board the 17th day of September 2013.

ATTEST:

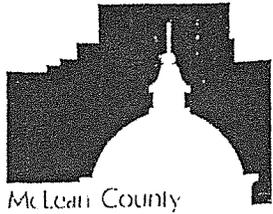
APPROVED:


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


 Matt Sorensen, Chairman
 McLean County Board

Members Caisley/Owens moved the County Board approve of a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2013 Combined Annual Appropriation and Budget Ordinance (Computers) - Circuit Clerk. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Caisley, Chairman, presented the following:



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: Lori McCormick
CC: Chief Judge Elizabeth Robb
Date: August 26, 2013
Re: Adult and Juvenile Redeploy Illinois

Attached, please find an Emergency Appropriation Ordinance and a Resolution to amend the McLean County Full Time Equivalent Position for General Fund 0001 Court Services Department 0022 for the remainder of calendar year 2013 based upon the Illinois Criminal Justice Information Award for Adult Redeploy, and the Department of Human Services Award for Juvenile Redeploy. It is anticipated that the funds received for the remainder of 2013 will be in the amount of \$159,563.00.

The total amount of both awards total \$333,960 for State Fiscal Year 2014 which began on July 1, 2013 and ends June 30, 2014.

I will be available at the Justice Committee meeting on Tuesday September 3, 2013, to answer any questions you may have.

Thank you for your consideration in this matter.

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2013
 Combined Annual Appropriation and Budget Ordinance
 Fund 0001 General Fund
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 20, 2012, 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 2013 Fiscal Year beginning January 1, 2013 and ending December 31, 2013; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Department of Human Services Fiscal Year 2014 (specifically July 1, 2013 to June 30, 2014) in the amount of \$ 165,472.00 for support and services in sustaining and enhancing the Juvenile Redeploy Program in McLean County; and,

WHEREAS, the Court Services Department wishes to appropriate and budget \$80,811 additional revenue in the Fiscal Year 2013 Adopted Budget; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Criminal Justice Information Authority Fiscal Year 2014 (specifically July 1, 2013 to June 30, 2014) in the amount of \$168,488 for personnel, support and services in sustain and enhancing the Adult Redeploy Program in McLean County; and

WHEREAS the Court Services Department wished to appropriate and budget \$78,752 additional revenue in the Fiscal year 2013 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, September 3, 2013, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2013 to appropriate and budget additional revenue totaling \$159,563 in the Fiscal Year 2013 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant (Juvenile)	\$81,359	\$80,811.00	\$162,170.00
0001-0022-0024-0407-0103 IDHS Redeploy Grant (Adult)	\$0.00	\$78,752.00	\$78,752.00

(2)

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

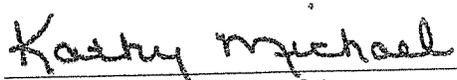
	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0022-0024-0503.0001 Full Time Employees Salary	\$1,852,962	\$47,897.00	\$1,900,859.00
0022—00224-0599.0002 Employee's Medical Life Insurance	\$217,823.00	\$5,985.00	\$223,808.00
0022-0024-608.0001 Gasoline Oil and Diesel Fuel	\$10,174.00	\$1,975.00	\$12,149.00
0022-0024-612.0001 Books, Videos, Publications	\$1,280.00	\$1,350.00	\$2,630.00
0022-0024-620.0001 Operational/Office Supplies	\$18,627.00	\$6,840.00	\$25,467.00
0022-0024-621.0001 Non Major Equipment	\$1,628.00	\$300.00	\$1,928.00
0022-0024-0622.0004 Drug Testing Chemicals	\$16,000.00	\$3,150.00	\$19,150.00
0022-0024-0622.0005 Vaccine/Prescr/Non-Perscr	\$1,000.00	\$6,000.00	\$7,000.00
0022-0024-715.0001 Dues and Memberships	\$1,168.00	\$300.00	\$1,468.00
0022-0024723.0001 Psychiatric/Psychological Exam	\$15,000.00	\$9,900.00	\$24,900.00
0022-0024-773.0001 Non-contractual Services	\$13,000.00	\$74,436.00	\$87,436.00
0022-0024-795.0003 Telephone Service	\$3,800.00	\$1,430.00	\$5,230.00
Total	\$2,152,462.00	\$159,563.00	\$2,312,025.00

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

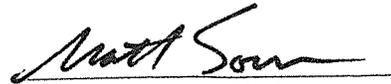
ADOPTED by the County Board of McLean County this 17th day of September, 2013.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Colleen

A Resolution Amending the Fiscal Year 2013 McLean County-Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal year 2013 McLean County Combined Appropriation and Budget Ordinance for Fund 0001 General Fund Court Services Department 0022

WHEREAS, The McLean County Board adopted a funded Full-Time Equivalent Position Resolution on November 20, 2012 which became effective on January 1, 2013; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0001 to authorize position changes associated with the Grant Funding received from the Illinois Criminal Justice Information Authority for the Adult Redeploy Program.

WHEREAS, the Justice Committee, on Tuesday September 3, 2013, approved and recommended to the County Board a resolution to amend the Full-Time Equivalent Positions in General Fund 0001, Court Services Department 0022 for Fiscal Year 2013; now, therefore

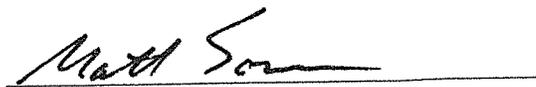
BE IT ORDAINED by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
0001-0022	0024	0503-1301-09	1	6	26	27

This amendment shall become effective and be in full force immediately upon adoption.

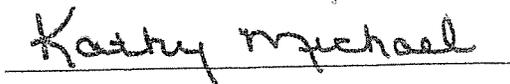
Adopted by the County Board of McLean County this 17th day of September 2013

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

Members Caisley/Segobiano moved the County Board approve of Requests for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2013 Combined Annual Appropriation and Budget Ordinance, Fund 0001 General Fund, Court Services Department 0022 (Adult and Juvenile Redeploy Grants) and a Resolution Amending the Fiscal Year 2013 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2013 McLean County Combined Appropriation and Budget Ordinance for Fund 0001 General Fund, Court Services Department 0022 – Court Services. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

FINANCE COMMITTEE:

Member Owens, Chairman, stated the Finance Committee had no Items to be Presented for Action.

**Report of the County Administrator
Presentation of Fiscal Year 2014 Recommended Budget and Five Year Capital
Improvement Budget:**

COUNTY ADMINISTRATOR'S BUDGET MESSAGE

September 17, 2013

To the Honorable Chairman and Members of the McLean County Board:

I respectfully submit my Recommended Budget for Fiscal Year 2014. It has been developed in compliance with state law and our County Budget Resolution. It is a balanced budget.

First, I must again thank all of the County's Department Heads, elected officials and staffs for their cooperation in the developing of this budget. Asst. County Administrator Hannah Eisner is a valuable team member, assisting in every facet of the budget development. We continue to lean heavily on the experience and knowledge of the organization in producing this document. As we worked to the very end of the process, Departments were asked more than once to re-visit their numbers due to changing projections over the past several weeks. A special thanks to those in special revenue funds including Walt Howe of the Health Department and Eric Schmitt of the Highway Department for their work and understanding as we worked together on their own budgets and the overall tax rate.

Signs of recovery, including improving jobs numbers have begun to translate into shared income tax revenue and improving growth in sales tax, all positive signs. The concern over lack of real estate growth for McLean County has been reduced as both activity and valuation show positive signs within the community.

Again this year, the biggest "unknown" for our budget remains the financial crisis in Springfield. From a fiscal planning standpoint, we continue to receive payments on a more timely basis than during the "great recession", but the State remains late on many payments. County Government is a creature of the state—our creativity and self-determination is severely limited by state law. The direct loss of the local share of State supervised revenue to-date has been restricted to erosion of Personal Property Replacement tax and loss of Inheritance tax. Increases in State directed court fees and reductions in grant funding for State mandated services also have a negative impact upon County Government. Finally, it must be recognized that reductions in State services in areas such as Mental Health many times shift the burden to local governments.

The Fiscal Year 2014 Recommended Budget for all funds totals \$80,855,143, which is an increase of \$1,630,301, or a 2.0% increase compared to the Fiscal Year 2013 Adopted Budget. The major impact for the overall increase are a 1.5% ATB wage increase and inclusion of a merit pay component for all non-bargaining unit employees for the second time in five years.

We have complied with the Budget Resolution and recommend a budget that keeps the overall 2013 property tax rate as close to the 2012 rate as possible. Within the Recommended Budget, the General Fund totals \$33,081,144, which is an increase of 1.6% compared to the Fiscal Year 2013 Adopted Budget. The General Fund is the single largest fund within the County budget and accounts for 41% of the FY 2014 Recommended Budget. The 40 Special Revenue Funds account for \$47,773,999, 59% of the total Recommended Budget. Among the Special Revenue funds, the Health Department funds account for \$7,894,318. The four Highway Department funds account for \$10,456,339. The Fiscal Year 2014 Recommended Budget for the Nursing Home, the County's only Enterprise Fund, totals \$8,110,699.

The Justice and Public Safety program continues to be the most costly County government program area, accounting for nearly 66% of General Fund expenditures and 27% of total budget expenditures. We continue to meet all of our mandated responsibilities and to explore new and better ways of meeting the needs of the community in the most cost-effective manner.

The FY 2014 budget is built on moderate assumptions, projecting that sales and income tax with continued growth, as experienced in 2012 and 2013, expecting that the local unemployment rate would continue to slowly decline following the pattern of the past 24 months and leading to a positive housing market and continued growth of sales tax revenue and income tax revenue.

We are realizing growth in Personal Property replacement Tax(PPRT), even with erosion of local share through State action over the past several years. Legislative action also has permanently eliminated the local share of Inheritance Tax.

The budget process is based upon Equalized Assessed Valuation(EAV) remaining virtually the same as the previous year for 2013 taxes payable in 2014. We started the budget process projecting a slight additional valuation decrease following the first decline in Equalized Assess Value since 1985 for 2012 taxes, payable in 2013. Based upon actual sales ratio valuation increases and a modest resurgence in the local real estate market, it appears that this will slowly translate to valuation increases over next few years.

Farmland values continue to show strength, but they represent only slightly more than 7% of our total valuation. Residential and commercial construction has begun to reappear after an almost two year stand still. Farmland assessment will add more than \$18 million to the County's equalized assessed value and residential and commercial new construction will also provide gains to the County's future equalized assessed value or EAV. Farmland accounts for 7.2% of the total EAV, residential properties account for 66.2% and commercial/industrial properties account for over 26% of the County's total EAV.

Applying the projected 0.12% increase to the County's EAV before exemptions adds \$4,530,862. Adjusting for exemptions including new exemptions passed by the Legislature this year, the EAV for taxable purposes will decrease by \$439,524 or .01%.

Of the 19 County funds permitted by state statute to levy a property tax, 11 are limited by law as to their maximum tax rate. The remaining 8 property tax funds may set whatever rate necessary to meet their expenses.

The proposed 2013 property tax levy, payable in 2014 for all County funds totals \$32,880,573, an increase of \$152,489 or 0.47% over the final 2012 property tax levy. For the Fiscal Year 2014 Recommended Budget, the combined overall County property tax rate is estimated to be \$0.91600 per \$100.00 of equalized assessed value, which is \$0.00436 more than the final property tax rate of \$0.91164 per \$100 of equalized assessed valuation for the 2012 property tax bills.

Over the past two years, actual new construction and property values have exceeded our conservation projections. The combined recommended rate of \$0.91600 is less than the actual rate of \$0.91672 in 2011. The County's share of the property tax bill remains at approximately 12% of the total bill. For the property taxpayer who lives in a home with a fair market value of \$165,000 and whose assessed valuation remained the same, that portion of the property tax bill attributable to McLean County would total \$503.80. That same taxpayer would have paid \$501.40 this year, would have paid \$502.90 in 2012 and \$504.20 in 2011.

Overview of the General Fund:

The General Fund includes the budgets for all activities which are not required to be accounted for in another fund. Most of the Justice and Public Safety programs, as well as the administrative and financial management services are in the General Fund. The FY 2014 Recommended Budget for the General Fund totals \$31,081,144, an increase of \$514,975 or 1.6% more than the Fiscal Year 2013 actual Budget. Due to other revenue sources, for 2013 payable in FY 2014, the General Fund tax rate is expected to decrease .002 cents per \$100.00 of valuation to 24.366 cents.

The three major State of Illinois Intergovernmental Revenue line items--State Income Tax, PPRT and Sales Tax are currently on-track to exceed budget in FY 2013. I am confident that, as of December 31, 2013, actual Tax receipts are projected to exceed their budgeted estimates to acknowledge increasing revenue in these areas over the past 18 months, we have decreased Inheritance Tax revenue due to actions of the State over the past several years.

Across the organization, interest earned on Investments is still projected to decrease from \$661,648 this year to \$602,765 in Fiscal Year 2014. In six years, from FY 2007 to FY 2014, economic conditions and lower fund balances have caused a decline of almost \$850,000 in interest earnings.

Our General Fund budget contains over 50 different licenses, permits, fees and fines, budgeted at \$5,191,392 in FY 2013 and estimated to increase slightly by less than 1% to \$5,231,635 in FY 2014. The majority of revenue reduction continues to be due to lower fines and fees revenue from the Justice related activities. The revenue projections also include fee increases recommended by Department heads and \$299,511 in unencumbered fund balance to fund capital items.

The State Administration's promise to maintain Court Services reimbursement levels from FY 2013 was honored and there will be a slight increase in 2014, based upon redistribution of funding. This amount continues to represent less than 30% of what the statute says we should receive.

Within the General Fund, total salary and employee benefit expenses increases \$495,872 next year. Expenses for supplies and commodities are budgeted to decrease \$28,914 from the 2013 Adopted Budget. Contractual services are budgeted to increase by \$66,709 overall. Capital spending decreases slightly from 2013's \$676,467 level which included required improvements to elevators at a number of facilities, The \$570,671 in the FY 2014 Recommended Budget capital is focused primarily on deferred maintenance including replacement of failed insulated windows in the Government Center building and flooring replacement work in the Law & Justice Center and 200 West Front Building.

The County Administrator's budget shows a 12% increase due to refilling of the Human Resources position by the Chief Deputy Recorder. This position will assist with transition of responsibilities for the recording program in 2014, as well as assisting with the County's Human Resource responsibilities moving forward.

The County Clerk's budgets have been included in program form, to provide information relating to the consolidation of the Recorder's Program 0008 Legal Records Documentation into the County Clerk Dept. 0005 Budget. The Program 0008 Budget is reduced by 1.0 FTE with the consolidation of services. The Clerk's Election Program budget increases by 10% in reflection of election expenses for two elections in 2014.

Overview of the Health Department Funds:

The overall total for all Health Department budgets is \$8,575,713, an increase of 6% over FY 2013 adopted budget and 1% above the 2013 Amended Total Budget of \$8,497,934. The FY 2013 Full-Time Equivalent Staffing level across all Health Department budgets is unchanged from FY 2013 amended levels, excepted for additional grant funded positions.

In the three primary Health Department Special Revenue Funds (Persons with Developmental Disabilities Fund, Tuberculosis Care and Treatment Fund, and Health Department Fund), the combined property tax rate for the three tax levies including reestablishment of the TB Fund levy which was reduced significantly in FY 2013 through use of unencumbered fund balance, will increase only .00404. This is due to the use of \$100,000 in unencumbered fund balance from the Health Department Fund for FY 2014.

The budget for the Persons with Developmental Disabilities Fund totals \$681,395, which is a \$1,616 increase over 2013. The Developmental Disabilities Board and Board of Health continue to monitor other service providers to determine how best to allocate fund resources to meet critical community needs and will be working collaboratively through such initiatives as the Mental Health America McLean County conference to identify and facility future provisions for service.

The Tuberculosis Care and Treatment Fund budget totals \$286,872, a 2% increase over last year used to cover education, medical and facilities costs. The 234% increase in Tax rate, reflects the use of significant fund balance in FY 2013.

The Fiscal Year 2014 Recommended Budget for the Health Department Fund totals \$4,592,197, a 3% increase over the prior year. The proposed property tax levy for the Health Department Fund totals \$2,954,502, or 1.38% less than last year's levy, reflecting the use of \$100,000 in unencumbered fund balance.

As in past years there will be annual fee increases recommended to support the food sanitation and Private Sewage Disposal Program.

Overview of the Nursing Home:

The Fiscal Year 2014 Recommended Budget for the Nursing Home totals \$8,110,699, which is an increase of \$374,273 from the Fiscal Year 2013 Adopted Budget.

In the Fiscal Year 2014 Recommended Budget, Illinois Public Aid reimbursement is projected to increase from \$4,073,400 to \$4,175,564. This is due to the new intergovernmental transfer payments.

Medicare reimbursement is projected to decrease from \$808,110 to \$790,283 in Fiscal Year 2014. Private pay revenue is projected to increase from \$1,973,190 to \$2,185,929 in Fiscal Year 2014.

The Fiscal Year 2014 Recommended Budget for the Nursing Home was prepared on the basis of an increase of the average daily census from 130 residents for 2013. In accordance with your Budget Policy, the Nursing Home's private pay rate has been calculated by dividing the annual operating budget by the number of patient days. Using this formula, the private pay rate is calculated to increase for 2014. The Nursing Home's capital improvement budget includes funding to replace facility mechanical and medical equipment.

Overview of the Highway Department Funds:

The total budget for the County Highway Department is \$10,472,850, an increase of \$57,892 from FY 2013. Three of the four funds are supported almost exclusively by property taxes. The total amount to be raised from property taxes for FY 2013 is \$5,298,312 a decrease of \$3,844 from last year. The remaining fund, supported by State Motor Fuel Tax sharing, is expected to decrease by \$35,000. With ever increasing fuel efficiency and use of alternative energy vehicles, the challenges of funding of road/highway projects through Motor Fuel Taxes in their present form will increase until an alternative mechanism is agreed upon.

Overview of ETSB and Metcom:

The Fiscal Year 2014 Emergency Telephone Systems Board (ETSB) budget increases by 15% or \$284,547 with the bulk of this increase associated with ETSB expenditures replacement of capital radio equipment. The other major budget component is support of centralized regional emergency dispatch by contributing \$1,155,728 to support Metcom. Revenue from wire-line surcharges continues to decline while wireless surcharge revenue increases. The \$1,186,207 surcharge revenue reflects funding at current levels. Legislation is currently under consideration to renew and increase the local share of wireless surcharge in response to reductions in wire-line revenue

The Fiscal Year 2014 Recommended Budget for Metcom totals \$2,768,685, which reflects an increase of \$72,647 over the Fiscal Year 2013 Adopted Budget. McLean County's share of Metcom's Fiscal Year 2013 budget increases from 746,453 to \$765,114. The staffing level at Metcom remains unchanged at 31.80 FTE's.

Personnel Costs:

Other than new grant-funded positions, for the first time since 2009, we increased a General Fund Department by 1.0 FTE, as the Public Defender's Office was increased in 2013, due to increased case loads. We also filled the County Administrator's Office Human Resources Assistant position, while retaining a vacancy in the Chief Deputy Recorder's position. In FY 2014, the County Recorder's position is replaced by a County Clerk Program Administrator. Court Services will have lost a 1.0 FTE at the end of 2013, due to the conclusion of grant funding. To continue to meet the program demands, Court Service will be re-utilizing other staff positions. We have also increased part-time nursing at the Jail in response to actual need over the past year, as population levels increase.

Our budget policy states that we should consider inflation, employee morale and union contracts when determining pay recommendations. The FY 2014 Recommended Budget includes funding for a 1.5% across the board compensation increase for all non-union employees and inclusion of a limited merit program for only the second time in five years. Primarily this is based upon the Consumer Price Index for the 12 months ending July, 2012 which has increased by 2.0% over the past 12 months. We are also happy to report that Health insurance will increase only 1.08% in 2014.

From 2007 to 2008, IMRF experienced a \$6.2 billion, or 24.8% market loss on their investments. From 2008 to 2009, IMRF gained 24.5%, or \$4.24 billion. This two year fluctuation demonstrates why IMRF uses a five year "smoothing" technique to value their assets. In 2012, the actuarial funding status of the aggregate plan increased to 85.9% on a market value basis, an increase from 80.2% at the end of 2011.

There are over 181,000 active IMRF members and 2,950 participating employers. More than 97% are in the regular plan and contribute 4.5% of their wages toward their IMRF pension. Less than 3% are in the Sheriff's Law Enforcement Personnel plan (SLEP); they contribute 7.5% of their wages toward their future SLEP pension.

The County's Illinois Municipal Retirement Fund (IMRF) employer contribution rate for regular employees have increased from 9.10% in 2010, to the 2014 actuarial determined rate of 13.74% in FY 2014. This is a 0.04% increase in regular rates. The Sheriff's Law Enforcement Personnel (SLEP) IMRF employer contribution rate will actually decrease from current 26.45% to 25.83% based upon actuarial analysis by IMRF. Our 2009-2010 Early Retirement Incentive program accounts for over two percentage points of this rate.

Five Year Capital Improvement Budget: Fiscal Year 2014 – Fiscal Year 2018:

The Five-Year Plan includes scheduled improvements and renovations to County facilities, buildings, roads, bridges, and highways. Our buildings continue to be well maintained. We conduct reviews of major facilities to make sure we were not overlooking any essential work. We have budgeted for normal maintenance and minor projects including limited flooring and window replacement, replacement of worn cabinets, but no major capital projects are scheduled in our main buildings. The majority of capital facilities work is to meet new elevator safety requirements which will go into effect in 2014. The Parks and Recreation project is \$31,000 for the RT 66 Intergovernmental Agreement project that is underway. Several projects on mechanical systems and replacement equipment will again take place at the Nursing Home.

Thanks to the Elected Officials and Department Heads, and all of our fellow employees for finding ways to work and help each other during these challenging times. Working together is what makes McLean County Government the outstanding organization that it has been and will continue to be. Over the past four years, our goal has been reach and maintain a point of fiscal sustainability.

Today, as the slow economic recovery takes hold, the County continues to be challenged. Today's challenges will include the need to assess the capacities and capabilities of the County's current corrections facilities, as these programs cope with reduced State services and capacity, especially for those in need of mental health assistance within the community. The challenges will include how to work with community partners to provide for community services which have previously been provided by the State of Illinois. The challenges will include planning for a growing and changing community. Meeting these challenges in the most effective manner will require that County and community agencies to work more closely and collaboratively than ever before.

Assisting with the FY 2014 budget process were three very talented interns--- Jennifer Veitengruber and Paul Panno from Illinois Wesleyan and Matt Wiegel from Illinois State. Our Department Heads and Elected Officials did a tremendous amount of work on the budget. Many people helped get this done---thanks to Jude, Diana, Hannah, Pablo and Mark in our office, and to Rich Gilliam, Corey Pearl and Brad Runge for putting the books together and special thanks to everyone in the Treasurer's and Auditor's Offices for assisting with the challenges of managing the County's finances each day.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2014 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2013 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2014 Recommended Budget be laid on the table for public review and comment.

Respectfully submitted,

William R. Wasson
County Administrator

Members Gordon/Schafer made a motion to break the budget up, distribute it to the various oversight committees, and to lay it on the table for review. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen reminded all Members that the oversight committee Chairmen will be scheduling extra meetings as needed or appropriate over the next one or two budget cycles.

Member Wendt commented he would like a way to send some dollars back tho the taxpayer rather than spend any excess and to raise taxes.

Member Rankin asked why the budget message was read to Board Members and Chairman Sorensen replied that it was long-standing tradition in McLean County.

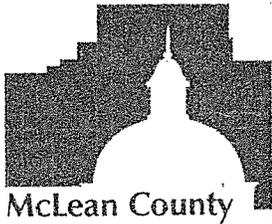
Other Business and Communication:

Member Harris shared comments on three issues. She reported on managed care issues and Affordable Care Act, with special emphasis on mental health issues. She also reaffirmed concerns from Wishbone Canine Rescue and nerve gas usage in McLean County with hopes McLean County transitions to lethal injection. Finally she commented on recycling being much broader than anyone perhaps would have ever thought and encouraged recycling.

Member Owens remarked the animal nerve gas issue has been referred to the Board of Health who will review in November. Member Erickson asked if the public is allowed to speak at the Health Department meeting in November and was told yes.

Member Rankin wished everyone a Happy Constitution Day.

APPROVAL OF BILLS



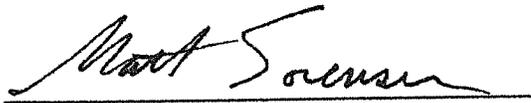
Michelle L. Anderson
 COUNTY AUDITOR
 Government Center
 115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400
 (309) 888-5148 • Fax (309) 888-5209
 michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

September 17, 2013

2013 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$246,050.58	\$246,050.58
Finance		\$1,049,339.55	\$1,049,339.55
Human Services		\$224,926.54	\$224,926.54
Justice	\$2,119.95	\$628,716.43	\$630,836.38
Land Use		\$885.19	\$885.19
Property		\$1,410,700.83	\$1,410,700.83
Transportation		\$2,557,788.12	\$2,557,788.12
Health Board		\$206,649.25	\$206,649.25
Disability Board		\$55,797.00	\$55,797.00
T. B. Board		\$7,529.57	\$7,529.57
Total	\$2,119.95	\$6,388,383.06	\$6,390,503.01


 Matt Sorensen, Chairman
 McLean County Board

Members Segobiano/Owens moved to approve the bills as presented. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until October 15, 2013 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 11:00 a.m.

Matt Sorensen
County Board Chairman

Kathy Michael
Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of September 2013, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 4th day of October, 2013.

Kathy Michael
Kathy Michael
McLean County Clerk