

Proceedings
of the
County Board
of
McLean County,
Illinois

February 15, 2011

*Subject to approval at
March 15, 2011
County Board Meeting*



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February 15, 2010

The McLean County Board met on Tuesday, February 15, 2010 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 William Caisley, Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Ed McKibbin, Sondra O'Connor, Benjamin Owens, Erik Rankin, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Scott Black, Diane Bostic, John Butler, and Matt Sorensen.

The following Member was absent:

Robert Nuckolls and Bette Rackauskas

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. No requests were made at this time.

Consent Agenda:

- A. Approval of the Proceedings of the County Board, January 18, 2011
- B. County Highway Department – Eric Schmitt, County Engineer
None
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
None
 - 2) Subdivision Cases:
 - a) Request Approval in Case S-10-16 for a Waiver of Preliminary Plan Requirements and a one lot Final Subdivision Plat for the Nussbaum Subdivision which is located in Funks Grove Township immediately west of timber Creek Road Approximately 600 feet southwest of the Intersection of Timber Creek Road and County Highway 41
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Property Committee
 - a) Request Approval of Nursing Home Lighting Refit Project General Report – Nursing Home
 - b) Request Approval of a Landscaping Project to be Funded by the Museum of History – Facilities Management
- F. Chairman’s Appointments with the Advice and Consent of the County Board:
 - 1) REAPPOINTMENTS:
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY
Mr. Darwin Builta
36215 E. 200 North Rd.
Bellflower, IL 61724
(Three-year term to expire on February 19, 2014)
 - 2) APPOINTMENTS:
None
 - 3) RESIGNATIONS
None
- G. Approval of Resolutions of Congratulations and Commendation

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-10-16

1. REFERENCE:

- a. Meeting date: February 3, 2011
- b. Subdividers' names: Gregory and Patryce Nussbaum
- c. Subdivision name: Nussbaum Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately west of Timber Creek road approximately 600 feet southwest of the intersection of Timber Creek Road and County Highway 41
- b. Township: Funks Grove Township
- c. Parcel number: Part of parcel number (16) 27-02-400-023
- d. Existing zoning: Agriculture District
- e. Applicants requests: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Nussbaum Subdivision.
- f. Existing land use: The three acre property is vacant, except for a small storage building, and is primarily in pasture.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Three acres.
- b. County Health Department: Recommends approval of the proposed final plat.
- c. County Highway Department: Recommends approval of the request for the waiver of preliminary plan requirements and the proposed final plat. The Funks Grove Township Road Commissioner has signed the plat access certificate for the proposed subdivision.

Staff recommends that a waiver of preliminary plan requirements and the Nussbaum Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Nussbaum Subdivision, File S-10-16

WHEREAS, Gregory and Patryce Nussbaum, have requested a waiver from preliminary plan requirements, have filed an application for approval of a final plat for the Nussbaum Subdivision, file number S-10-16, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said property is located in Funks Grove Township immediately west of Timber Creek Road approximately 600 feet southwest of the intersection of Timber Creek Road and County Highway 41; and

WHEREAS, Gregory and Patryce Nussbaum, subdivided this lot to build a residence; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

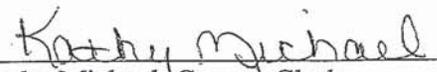
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

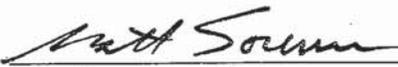
BE IT ORDAINED that the said waiver and final plat for the aforesaid Nussbaum Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 15th day of February, 2011

ATTEST:

APPROVED:


Kathy Michael, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2010
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

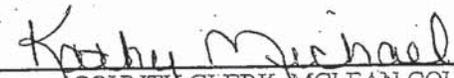
Justice Committee

FUND		160			
PGM		22			
DEPARTMENT		24	<i>Court Services</i>		
DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
718 0001	Schooling and Conferences	750.00	621 0001	Non Major Equipment	750.00
		750.00			750.00

ADOPTED BY THE County Board of McLean County, Illinois
 THIS 15th DAY OF FEBRUARY, 2011



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



NURSING HOME
(309) 888-5380
901 N. Main / Normal, Illinois 61761

To: Diane Bostic, Chairman Property Committee
Members of the Property Committee

From: Matt Riehle, Administrator McLean County Nursing Home

Date: January 25, 2011

Re: Request for Approval of Nursing Home Lighting Refit Project

The Nursing Home is planning to upgrade all fluorescent lighting from T12 tubes and magnetic ballasts to T8 tubes and electronic ballasts. This will improve the lighting quality and produce a significant energy savings.

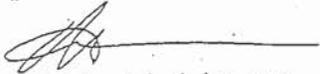
The Department of Commerce and Economic Opportunity (DCEO) has been offering significant financial incentives to reduce wattage and upgrade to electronic ballasts. We originally submitted a pre-approval to the DCEO that would have paid for most of the materials and disposal of the old ballasts and tubes. In the process of working with the DCEO we have now qualified to participate in the Illinois Energy Now Lighting Special program which has increased our original maximum project incentive by 20% and no longer limits the incentive to 75% of total project cost. This increase will now cover the entire "out of pocket costs" for our proposed project. The Nursing Home will be required to pay all the material and disposal costs up-front and receive the incentive money when the project is complete. The total up-front costs for the Nursing Home are \$21,216.30. This figure includes all material costs and disposal of the old ballasts and tubes. The total maximum incentive now allowed through this special DCEO program has increased to \$23,216.00. Since our total project costs, which include our in-house labor, will be \$28,453.83 we can capture the entire \$23,216.00 allocated as this figure does not exceed total project cost. In order to qualify for this program we will be required to complete the project by April 15, 2011. Our in-house maintenance staff is prepared to complete this upgrade in accordance with the guidelines of the program. Our annual energy savings according to the GE energy estimator program are approximately \$7,700 per year.

We originally budgeted \$15,000 for this project to be prepared for little or no incentive money available. We requested and received bids from three suppliers; Springfield Electric, Graybar, and Crescent Electric. All three vendors quoted the same GE product and the low bid was provided by Springfield Electric. The project will be completed prior to April 15, 2011.

I have included our pre-approval application, cost saving estimator provided by GE, and information from Springfield Electric with our specific buildings figures. The McLean County Facilities department is currently utilizing this same incentive program for the Health Department and Law and Justice Center lighting upgrade.

It is the recommendation of Matt Riehle, Administrator, that Springfield Electric provide the materials and disposal for the lighting refit project with the labor to be completed by Nursing Home maintenance staff.

Respectfully Submitted,


Matt Riehle, Administrator



Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • Warren Ribley, Director

Notice to Proceed

January 19, 2011

Matt Riehle, Administrator
McLean County
901 N. Main St
Normal, IL 61761-1559

RE: Application 3389 McLean County

Dear Mr. Riehle:

The Department is in receipt of your Public Sector Electric Efficiency Pre-Approval application to install high efficiency lighting at McLean County Nursing Home. Your application has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to Application #3389 for all correspondence regarding this project.

This letter will serve as your formal Notice to Proceed for this project. We have reserved funds for your project, estimated to be \$ 23,216.00 and they will be held until April 15, 2011. Equipment installation must be completed and all documentation must be submitted to the Department for final review and approval. It is your responsibility to verify that all equipment meets the required specifications.

Please be advised that Final documentation must include the required Final Application, signed certifications, copies of all sales invoices, listing of areas and quantities where equipment or fixtures were installed. Your project and facility may be selected for a verification site visit.

Upon project completion, please indicate your agreement with these terms by completing the appropriate forms included in the attached Rebate Agreement and return to my attention at Illinois Department of Commerce and Economic Opportunity, Illinois Energy Office, 500 E. Monroe Street, Springfield, IL 62701.

If you have any questions or require any additional information, please feel free to contact me by telephone at 217/785-0164 or by email at andrea.reiff@illinois.gov.

Sincerely,

Andrea Reiff
Public Sector Electric Efficiency Program

www.ildceo.net

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Chicago, Illinois 60601-3219
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118
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500 East Monroe
Springfield, Illinois 62701-1643
217/782-7500 • TDD: 800/785-6055

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ADDENDUM TO PROGRAM GUIDELINES

This Addendum to the program guidelines for the Public Sector Energy Efficiency Program (PSEE) applies to new applications received after December 13, 2010 for projects that will be completed before April 15, 2011 and where the Final Application is submitted to DCEO by April 15, 2011.



1.0 Illinois Energy Now Lighting Special

Public sector entities retrofitting or upgrading T-12 lamps, ballasts and fixtures are eligible for the Illinois Energy Now Lighting Special standard lighting incentives.

2.0 Maximum Incentive

The total incentive cannot exceed 100 percent of the total project cost.

3.0 Application Process

Applicants seeking the Illinois Energy Now Special must submit this Addendum and follow the Public Sector Electric Efficiency Program Guidelines and specifications (follow the Illinois Energy Now link at www.illinoisenergy.org).

Special Lighting Incentives

DCEO Public Sector Electric Efficiency Program for Local Government, Public Schools, Community Colleges, Universities, State and Federal – Final Application must be submitted by April 15, 2011

Equipment Type	Incentive	Unit	# of Units	Incentive Subtotal
<i>Delamp, 4-foot Lamp, Ballast, Holders - All pre-approval applications are required</i>				
Delamp, 4-foot Lamp, Ballast, Holders	\$12.00	Lamp		
Delamp, 8-foot Lamp, Ballast, Holders	\$15.00	Lamp		
Delamp, 4-foot Lamp, add Reflector	\$22.00	Lamp		
Delamp, 8-foot Lamp, add Reflector	\$29.00	Lamp		
<i>High Performance or Recycled Wattage 4-foot T8s</i>				
4-foot Lamp and Ballast	\$13.00	Lamp		
<i>Redneck Wattage 8-foot T8s</i>				
8-foot Lamp and Ballast	18.00	Lamp		
<i>Standard Wattage 4-foot T8s</i>				
4-foot U Tube and Ballast	\$7.00	Lamp		
2-foot Lamp and Ballast	\$7.00	Lamp		
3-foot Lamp and Ballast	\$9.00	Lamp		
<i>18/15 New High Performance or Recycled Wattage Electronic Ballast - All pre-approval applications are required</i>				
Total Existing Fixture Watts less total New Fixture Watts	\$0.75	Connected Watt		
Total Existing Fixture Watts less total New Fixture Watts	\$0.75			
Total Existing Fixture Watts less total New Fixture Watts	\$0.75	Reduction		
Total Existing Fixture Watts less total New Fixture Watts	\$0.75			

ILLINOIS ENERGY NOW Special Lighting Incentive Worksheet

Description	Incentive	Quantity	Unit	Incentive Subtotal
Compact Fluorescent Lamps (CFL)				
15 W or Less	\$1.50	Lamp		\$0.00
16 W - 26 W	\$1.50	Lamp		\$0.00
27 W or Greater	\$2.00	Lamp		\$0.00
High Wattage Compact Fluorescent Fixtures				
29 W or Less	\$41.00	Fixture		\$0.00
30 W or Greater	\$82.00	Fixture		\$0.00
Decorative Lamps and Fixtures				
Decorative 4-foot lamp, Ballast, Holders	\$12.00	Lamp	1636	\$19,632.00
Decorative 4-foot lamp, Ballast, Holders	\$15.00	Lamp		\$0.00
Decorative 4-foot lamp, add Reflector	\$22.00	Lamp		\$0.00
Decorative 4-foot lamp, add Reflector	\$20.00	Lamp		\$0.00
High Performance Compact Fluorescent Lamps (HPL)				
4-foot lamp and Ballast	\$13.00	Lamp		\$0.00
4-foot lamp only	\$1.50	Lamp		\$0.00
Reduced Wattage CFLs				
8-foot lamp and Ballast	\$18.00	Lamp		\$0.00
8-foot lamp only	\$1.50	Lamp		\$0.00
Specialty Lamps and Ballasts				
4-foot Tube and Ballast	\$7.00	Lamp	406	\$2,842.00
6-foot Lamp and Ballast	\$7.00	Lamp	106	\$742.00
8-foot Lamp and Ballast	\$9.00	Lamp		\$0.00
LED Lighting				
LED T-1 Electroluminescent Exit Signs	\$25.00	Signs		\$0.00
LED Lamp/Fixture	\$15.00	Lamp		\$0.00
Metal Halide				
Integrated Ballast Ceramic Metal Halide Lamps	\$7.50	Fixture		\$0.00
Pulse Start or Ceramic, 100 W or Less	\$33.00	Fixture		\$0.00
Pulse Start or Ceramic, 101 W - 200 W	\$57.00	Fixture		\$0.00
Pulse Start or Ceramic, 201 W - 350 W	\$66.00	Fixture		\$0.00
Induction Lighting				
Interior Induction Fixture	\$45.00	Fixture		\$0.00
Cold Cathode				
Cold Cathode	\$4.00	Lamp		\$0.00
Controls				
Occupancy Sensors	\$0.16	Connected Watts Controlled Sensors		\$0.00
Plug Load Occupancy Sensor	\$30.00	Sensors		\$0.00
Bi-Level Stairwell/Hall/Garage Fixtures w/ integrated sensors	\$38.00	Fixture		\$0.00
LED Traffic Signal Heads				
Total Existing Fixture Watts less Total New Fixture Watts		Connected Watt Reduction	0	\$0.00
Total Existing Fixture Watts less Total New Fixture Watts		Connected Watt Reduction	0	\$0.00
Total Existing Fixture Watts less Total New Fixture Watts		Connected Watt Reduction	0	\$0.00
LED Traffic Signal Heads				
8" Traffic LED Signal Head	\$125	Module		\$0.00
12" Traffic LED Signal Head	\$150	Module		\$0.00
8" Arrow LED Module	\$33	Module		\$0.00
12" Arrow LED Module	\$57	Module		\$0.00
8"-9" Pedestrian LED Module	\$49	Module		\$0.00
12" Pedestrian LED Module	\$57	Module		\$0.00
16"x18" Pedestrian Combo	\$57	Module		\$0.00
Total*				\$23,216.00

* Incentive cannot exceed 100 percent of the incremental measure cost and 100 percent of total project cost

Springfield Electric Pricing

Lighting Refit Survey 11/10/2010
 McLean County Nursing Home
 901 N. Main Normal IL 61761

Description	Units Needed	Price per Unit	Total Price
1 tube 4' GE232MAX-L/Ultra Bal.	168	\$10.00	\$1,680.00
2 tube 4' GE232MAX-L/Ultra Bal.	801	\$10.00	\$8,010.00
3 tube 4' GE432Max-L/Ultra Bal.	40	\$12.91	\$516.40
2 tube 2' GE232 MAX-I/Ultra Bal.	53	\$10.00	\$530.00
U-tube F32T8SP41U6	406	\$6.12	\$2,484.72
4' tube F28T8/XLSPX41ECO	1636	\$2.10	\$3,435.60
2' tube T-8 F17T8/SPX41/ECO	106	\$2.18	\$231.08
Total Materials Price			\$16,887.80

		Price Per	Total Units	Total
Disposal by Springfield Electric	4' Tubes/each	\$0.29	1870	\$542.30
	Ballast/lb	\$0.67	3904	\$2,615.68
	U-Tubes/each	\$0.42	406	\$170.52
Transportation Costs				\$1,000.00
Disposal Total				<u>\$4,328.50</u>

Labor (In-House)	Hours/Ballast	Total Ballasts	Total Hours	\$/Hour	Total
	0.5	1062	531	\$13.63	\$7,237.53
Total Project Cost		\$28,453.83			

DCEO Incentive Payback	Type	Incentive	Unit	# of Units	Total
Special Addendum	4' Lamp	\$12.00	Lamp	1636	\$19,632.00
Illinois Energy Now	4' U-Tube	\$7.00	Lamp	406	\$2,842.00
	2' Lamp	\$7.00	Lamp	106	\$742.00
Total DCEO Incentive					<u>\$23,216.00</u>

Max Project Incentive Allowable	\$23,216.00
Upfront Nursing Home Cost	\$21,216.30
Out of Pocket Cost after Incentive	0



Multiple Systems Energy Estimator

McLean County Nursing Home

Calculate the energy costs associated with existing and proposed lighting systems and (optional) show environmental impact. Click on the first green cell and tab to the other input cells.

					Energy Rate (\$ per kWh)	0.05				
Existing Systems					Proposed System					
Existing Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	Proposed Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	
2 Lamp T12 2'	53	47	4380	\$546	2 lamp T8 2'	53	27	4380	\$313	
2 lamp T12 4'	801	74	4380	\$12,981	2 lamp T8 4'	801	39	4380	\$6,841	
3 Lamp T12 2 ballast 4'	40	117	4380	\$1,025	3 Lamp T8 2 ballast 4'	40	68	4380	\$596	
1 Lamp T12 4'	168	39	4380	\$1,435	1 lamp T8 4'	168	14	4380	\$515	
	0	0	0			0	0	0		
	0	0	0			0	0	0		
	0	0	0			0	0	0		
	0	0	0			0	0	0		
Energy used per yr. (Existing System)				\$15,986	Energy used per yr. (Proposed System)				\$8,265	
Electrical Load (kilo-watts) (Existing System)				73.0	Electrical Load (kilo-watts) (Proposed System)				37.7	
Potential Energy Savings per year					\$7,721	kilo-Watt load reduction				35.3
Estimated total cost for complete upgrade										months
Cost of Waiting (Cost of postponing the Lighting Upgrade)					\$643 (per month)	or	\$7,721 (per year)			

Environmental Impact of Lighting Upgrade

Annual Carbon Dioxide emission reduction	237,802 lbs.	Coal burning avoided (EPA Nov. 2004)	111,122 lbs. Or	Equivalent acres of forest added	29 acres
Annual Sulfur Dioxide emission reduction	933 lbs.		51 tons	Equivalent cars removed from road for a year	21 cars
Annual Nitrogen Oxide (NO, NO2) reduction	458 lbs.	Atmospheric mercury contamination avoided	2,400 mg.	50% US Electric Power is from coal-burning power plants.	

Numbers used (based on EPA Energy Star Facts and Assumptions sheet, 2007)

Emission Factors: gases released per kWh of electricity generated (EPA 2007)	Carbon dioxide and mercury released per lb. of coal burned (EPA 2007) (can vary based on type of coal)		Annual carbon dioxide (lbs.) sequestration by forest and emission by cars (EPA 2007)		
lbs. of CO ₂ released	1.54	lbs. of CO ₂ generated	2.14	CO ₂ sequestration per acre	8066
lbs. of SO ₂ released	0.006	lbs. of mercury released	0.0216	CO ₂ emission per average car	11,470
lbs. of NO _x released	0.003	Click here to open EPA Energy Star Facts and Assumptions sheet, 2007.			

Customer: **McLean County Nursing Home** 11/12/2010
 Prepared by: **Rick Epley-Springfield Electric Supply Co.**

The Lighting Assistant is a tool offered by GE that examines the projected impact of lighting decisions. Neither this tool nor the analysis generated by this tool, in any way constitutes or implies either a warranty of lamp or ballast performance or a guarantee of the actual costs or savings that will be realized or the appropriateness of the solutions suggested. Kindly see and examine the Full Disclaimer; use of this tool constitutes your acceptance of the Full Disclaimer. Copyright © 2006 General Electric Company. All Rights Reserved.



Illinois Department of Commerce & Economic Opportunity

Pat Quinn, Governor • Warren Ribley, Director

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

REBATE AGREEMENT 355

Whereas, the Illinois Department of Commerce and Economic Opportunity (Department) is a public agency of the State, as defined under the Act, and is authorized under the Energy Conservation and Coal Development Act, 20 ILCS 1105/3 et seq., as amended and supplemented, to administer on behalf of the State any energy programs and activities under federal law, regulations or guidelines, and is specifically authorized under the Public Utilities Act, 220 ILCS 5/8-103 et seq., as amended and supplemented ("Public Utilities Act") to administer a portion of the Illinois Energy Efficiency Portfolio ("EEP"); and

Whereas, the EEP sets certain statutory requirements to meet incremental annual energy savings goals, procure a minimum percent of the portfolio from local government, schools, and community colleges, and target low income households proportionate to their share of annual utility revenues; and

Whereas, McLean County (Entity) has submitted an application that has been reviewed and was found to meet all the necessary requirements set forth in the Department's Public Sector Electric Efficiency Program Guidelines and Application; and

Whereas, the Department is in receipt of Entity's Public Sector Electric Efficiency Program (PSEEP) application/notice of intent to install a qualifying energy efficient project that produces electricity savings through efficiency improvements in buildings, equipment, or process;

THEREFORE, the Parties enter into this Rebate Agreement (Agreement) to set forth their respective responsibilities relative to the rebate described herein, and hereby agree as follows:

1. Requirements

The Entity agrees to comply with all Illinois, federal laws and administrative rules applicable to the provision of services under this contract. The Entity will provide the following services to the Department:

- A. Complete the project tasks and meet the applicable specifications as outlined in the PSEEP Application, attached hereto as Attachment A.
- B. Allow the Department to verify compliance with the performance under the provisions of this Rebate Agreement, and grant permission to person or institutions to release information requested by the Department.
- C. Provide any additional documentation as requested by the Department.
- D. The Entity must submit a status report within 90 days from the date of this Rebate Agreement that delineates the completeness of the project tasks as outlined in the application. No status report will be necessary if the Entity has submitted the payment request/certification form pursuant to Section 4 of this Rebate Agreement.

www.ildceo.net

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Springfield, Illinois 62701-1643
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Marion, Illinois 62959-1180
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The Department agrees to reserve funds necessary to make the payment pursuant to Section 4 of this Rebate Agreement for the term specified below. The payment will be made once the Department is satisfied that the project tasks in the attached application have been completed, and that all documentation required by this Agreement has been submitted and approved by the Department.

2. Commitments

The Entity agrees that all warranties and representations made by the Entity in the application and this Rebate Agreement are true, accurate and complete for the term of the Agreement, and that should any warranty or representation prove to have been incorrect when made in any material respect it will constitute a default of this Rebate Agreement.

3. Term

The term of this Agreement shall begin on July 1, 2010, and shall terminate on or before the close of business on May 31, 2011. As authorized under the Public Utilities Act, project tasks may commence as of June 1, 2010.

4. Payment

The amount of the rebate for services shall not exceed \$50,000.

To receive payment, the Entity must be approved by the Department and submit final documentation by April 15, 2011. Examples of the final documentation, including the payment request, final application, and certification forms are attached hereto as **Attachment B**.

Obligations of the Department under this Agreement will cease immediately without penalty of further payment being required if in any fiscal year sufficient funding is not available to implement the EEP pursuant to the Public Utilities Act.

5. Grant Funds Recovery Act (30 ILCS 705/1, *et seq.*)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

Agreements in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

6. Notices

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in this section by any of the following means: (a) personal service, (b) electronic communication, (whether by email illinois.energy@illinois.gov or fax 217/785-2618), (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any document submitted pursuant to this Agreement must contain original signatures. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

To Department:

Illinois Department of Commerce
and Economic Opportunity
500 East Monroe St.
Springfield, Illinois 62701

Attn.: Andrea Reiff

To Entity:

McLean County
901 N. Main St
Normal, IL 61761-1559

Attn.: Matt Riehle

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof.

8. Applicable Law and Severability

This Agreement shall be governed by the laws of the State. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9. Drug Free Workplace

The Entity certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this rebate is five thousand dollars (\$5,000.00) or more, the Entity is notified that the Drugfree Workplace Act (30 ILCS 580/1 *et seq.*) is applicable to this Agreement, and the Entity must comply with the terms of said Act.

If the Entity is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

WHEREFORE, the Parties hereby execute this Rebate Agreement by their authorized representatives. Entity's execution of this Agreement shall serve as its certification under oath that Entity has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Entity shall be bound by the same. Entity acknowledges that the individual executing this Agreement is authorized to act on the Entity's behalf. Entity further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

DEPARTMENT OF COMMERCE
AND ECONOMIC OPPORTUNITY

MCLEAN COUNTY

By:

Warren Ribley, Director

Date

By:

Authorized Signatory

Printed Name, Title

Date

TIN Certification

Under penalties of perjury, the undersigned certifies on behalf of the Entity that the name and taxpayer information number and legal status listed below are correct:

Name: McLean County

Taxpayer Identification Number:

SSN/FEIN: 37-6001569

Legal Status:

Individual

Estate or Trust

Sole Proprietor

Pharmacy - Non-corporate

Partnership/Legal Corporation

Nonresident Alien

Corporation

Pharmacy/Funeral Home/Cemetery Corp

Not For Profit Corporation

Tax Exempt

Medical Corporation

Governmental

Limited Liability Company (select applicable tax classification)

C - Corporation

P - Partnership

D - Disregarded Entity

Approved by:

(Signature)

(Printed Name)

Title _____

Date: _____

APPENDIX A APPLICATION FOR STANDARD AND CUSTOM INCENTIVE PROGRAMS

Applying for incentives from Ameren or ComEd and DCEO for same energy efficiency measure is prohibited.

- Check One: Pre-approval Final Application
 Check One: Ameren Illinois Utilities ComEd
 Check One: Attached Electric Bill

Name of Applicant: McLean County Nursing Home			Public Entity Type:	
Proposed Start Date: 2/1/2011			Planned Completion Date: 5/15/2011	
Address where measures installed, if different from authorized signature address below (Attach list if multiple locations)				
Address: 901 N. Main St.	City: Normal	Zip Code: 61701-1559	Local gov.	<input checked="" type="checkbox"/>
Project Manager: Chad Carrahan Eric Kline			K-12 School	<input type="checkbox"/>
Telephone #: 309 242 0123 cell office 309-888-5399 5795	Fax #: 309-454-4594	Email Address: eric.kline@mcleancountyil.gov	Community College	<input type="checkbox"/>
PSEE Incentive Requested** \$19,823.00	Contractor Information Contact Name: Brian Schmitgall			
Other Public Incentive Funds	Company: Springfield Electric - Materials and disposal, in-house labor			
Specify Other Public Funds***	Phone: 309-663-5331			
Total Project Cost**** \$28,209.02	Email Address: Schmitgall@SpringfieldElectric.com			

Complete this form along with the appropriate forms in Appendices B and C.

chad.carrahan@
mcleancountyil.gov

* Applicant means (i) a unit of local, state and federal government, (ii) public school district, or (iii) public community college district, proposing an electrical energy efficiency project in Illinois that receives electric delivery service from Ameren Illinois or ComEd wires regardless of the retail electric supplier, or a private entity proposing an electric efficiency project in which one of the public entities above leases the facility where the project is installed and is responsible for paying for the electric delivery service from Ameren or ComEd regardless of the electric supplier.

** Incentive Cannot exceed 100 percent of the incremental measure cost and 75 percent of total project cost.

*** Such as State Energy Program (SEP), Energy Efficiency and Conservation Block Grant (EECBG), Illinois Clean Energy Community Foundation (ICECF).

**** Total Project Cost = Equipment + Labor

APPLICANT CERTIFICATIONS FOR STANDARD AND CUSTOM INCENTIVE PROGRAMS

Applicant hereby certifies that:

- The project received electric delivery service from Ameren Illinois or ComEd. A copy of the electric utility bill or other documentation must be submitted with this Application.
- All authorizations required to perform the project, described in its application, have either been obtained or will be obtained no later than 90 days following the grand beginning date set forth in the Notice of Grant Award issued by the Department.
- The project complies with all applicable state, federal, and local environmental and zoning laws, ordinances, and regulations and that all required licenses, permits, etc., have either been obtained or will be obtained no later than 90 days following an award by DCEO.
- It is not in violation of the prohibitions against bribery of any officer or employee of the state of Illinois as set forth in 30 ILCS 505/10.1.
- It has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
- It is not in violation of the Educational Loan Default Act (5 ILCS 385/3).
- I understand that the State Finance Act, 30 ILCS 105/30 may apply and that payments under this incentive program are contingent upon the existence of a valid appropriation, and that no officer, institution, department, board or commission shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.
- I understand that the Illinois Prevailing Wage Act (820 ILCS 130/0.01) may apply and that Grantees are responsible for determining if their projects will trigger compliance.
- As of the submitting date, the information provided in its application is accurate, and the individuals signing below are authorized to submit this application.

Authorized Official (signature) *[Signature]* Telephone 309-888-5380
Matt Riehle Telephone 309-454-4594
 Typed/Printed Name _____ Fax _____
Administrator Date 12/14/2010
 Title 37-6001569 Applicant** McLean County
 FEIN Number (9 digits, Federal Employment Id Number, does not start with "E") _____
901 N. Main St
 Authorized Signature Address _____
Normal, 61761-1559 61761
 Authorized Signature City, 9 Digit Zip (find 9-Digit Zip at <http://zip4.usps.com/zip4/welcome.jsp>) _____
matt.riehle@mcleancounty.il.gov
 Authorized Signature E-mail Address _____

*Electronic signatures not acceptable. Please supply Certifications (this page) with original signatures via mail, fax or electronically (scanned document)
 **Applicant must be one of the following public entities: (i) a unit of local government, (ii) public school district, or (iii) public community college district, proposing an electrical energy efficiency project in Illinois that receives electric delivery service from Ameren or ComEd under regulation of the retail electric supplier, or a private entity proposing an energy efficiency project in which one of the public entities above leases the facility where the project is installed and is responsible for paying for the electric delivery service from Ameren or ComEd on behalf of the retail electric supplier.
 For this Certification form, DCEO encourages the use of the Free and Reduced, Public Sector Applications, Certifications, Incentive Markets and Specialty, available at www.illinoisenergy.org, follow Energy Efficiency link.

APPENDIX A: APPLICATION FOR STANDARD AND CUSTOM INCENTIVE PROGRAMS

Applying for incentives from Ameren or ComEd and DCBO for same energy efficiency measure is prohibited.

- Check one: Pre-approval Final Application
 Check one: Ameren Illinois Utilities ComEd
 Required: Attach Electric Bill

Name of Applicant:*		Public Entity Type: (Check One)
Proposed Start Date:	Planned Completion Date:	
Address where measures installed, if different from authorized signature address below: (Attach list if multiple locations)		Local govt. <input type="checkbox"/>
Address:	City:	K-12 School <input type="checkbox"/>
Project Manager:		Community College <input type="checkbox"/>
Telephone #:	Fax #:	
PSEE Incentive Requested** \$ _____		Contractor Information (if known) Contact Name:
Other Public Incentive Funds \$ _____		Company:
Specify Other Public Funds ***		Phone:
Total Project Cost**** \$ _____	Email Address:	

Complete this form along with the appropriate forms in Appendices B and C.

For this Application form, DCBO encourages the use of the Excel spreadsheet, *Public Sector Application Certification Incentive Worksheets and Specs.xls*, available at www.illinoisenergy.org, follow *Energy Efficiency* link.

* Applicant** means one of the following public entities, (i) a unit of local government, (ii) public school district, or (iii) public community college district, proposing an electrical energy efficiency project in Illinois that receives electric delivery service from Ameren or ComEd wires regardless of the retail electric supplier, or a private entity proposing an energy efficiency project in which one of the public entities above leases the facility where the project is installed and is responsible for paying for the electric delivery service from Ameren or ComEd regardless of the retail electric supplier.

** Incentive cannot exceed 100 percent of the incremental measure cost and 75 percent of total project cost.

***Such as State Energy Program (SEP), Energy Efficiency and Conservation Block Grant (EECBG), Illinois Clean Energy Community Foundation (ICECF).

****Total Project Cost = Equipment + Labor (contractual + internal)

PAYMENT REQUEST/CERTIFICATION

Rebate Agreement No: 355
(Application: 3389)

Name and Address:

McLean County
901 N. Main St
Normal, IL 61761-1559

Amount of Payment: \$ _____

CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation of actual expenditures are on file in my office, and that I have full signature authority to sign on behalf of this organization.

Approved by:

_____ Date: _____
(Signature)

(Printed Name)

Title: _____

Department of Commerce and Economic Opportunity

Program Manager _____ Code 37-0003 Date _____

Fiscal Liaison _____ Date _____

Authorization/Head of Unit _____ Date _____

PROJECT COMPLETION DATE CERTIFICATION

Rebate Agreement No: 355

Recipient: McLean County

I hereby make the following certifications under the terms of the above referenced Public Sector Energy Efficiency Program Rebate Agreement.

All project tasks have been completed in accordance with the terms of the Agreement.

All deliverables have been submitted in accordance with the terms of the Agreement.

The Project Completion Date is _____.

I further certify that I am authorized to make this certification on behalf of the Recipient named above.

Name (printed)

Title (printed)

Name (signed)

Date


**In Stock.
On Time.
Done Right.**
 SERVICE EXCELLENCE GUARANTEED
 902 FOUR SEASONS ROAD
 PO BOX 1285
 BLOOMINGTON, IL 61702-1285
 309-663-5331 Fax 309-662-4099

Quotation

QUOTE DATE	QUOTE NUMBER
11/12/10	S3086521
ORDER TO:	PAGE NO.
02 SPRINGFIELD ELECTRIC SUPPLY 902 FOUR SEASONS ROAD PO BOX 1285 BLOOMINGTON, IL 61702-1285	1

QUOTE TO:
 MCLEAN COUNTY GOVERNMENT
 104 W FRONT ST
 BLOOMINGTON, IL 61702-2400

SHIP TO:
 MCLEAN COUNTY GOVERNMENT
 104 W FRONT ST
 BLOOMINGTON, IL 61702-2400

ORDERED BY	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
ERIC KLIN	NURSING HOME		RICK EPLEY	
ORDER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
BRIAN SCHMITGALL	BID	NET 30th Prox	11/12/10	No

ORDER QTY	DESCRIPTION	UNIT Price	Net
168ea	GELB GE232MAX-L/ULTRA ELEC BALLAST 04316872262	10.000/ea	1680.0000
801ea	GELB GE232MAX-L/ULTRA ELEC BALLAST 04316872262	10.000/ea	8010.0000
40ea	GELB GE432MAX-L/ULTRA ELEC BALLAST 04316878625	12.910/ea	516.4000
53ea	GELB GE232MAX-L/ULTRA ELEC BALLAST 04316872262	10.000/ea	530.0000
406ea	GEL F32T8SP41U6 FLUOR LAMP 04316810480	6.120/ea	2484.7200
1636ea	GEL F28T8/XLSPX41ECO FLUOR 04316872866	2.100/ea	3435.6000
106ea	SPECIAL PRICING THROUGH 12/31/10 GEL F17T8/SPX41/ECO FLUORESCENT LA 04316845749	2.180/ea	231.0800

TAXES NOT INCLUDED

*** This is a quotation ***

Unless otherwise specified, all prices are subject to change without notice.
 Prices do not include applicable taxes. Springfield Electric Supply Co. standard
 terms and conditions apply as posted at www.springfieldelectric.com/terms

Subtotal	16887.80
S&H CHGS	0.00
Amount Due	16887.80



Fluorecycle, Inc.

Recycler of Fluorescent, HID, & Lamps containing Mercury.



902 Four Seasons Rd.
Bloomington, IL 61701
Phone 309.663.5331 ext. 5311
Fax 309.662.4099
www.springfieldelectric.com



Rick Epley
Outside Sales Associate
epley@springfieldelectric.com
Cell 309.275.0163

6/11/04

UNIT & BULK PRICING TO PROCESS MERCURY CONTAINING LAMPS

General:

- 1) Pricing is intended for non-plastic coated lamps with up to a 1 1/2" diameter.
- 2) Reference to lamp length is considered a maximum length.
- 3) Packaging:
 - a) Whole lamps must be packed in dry cardboard boxes, fiber drums, steel drums, and/or plastic drums, with the openings of the containers secured to prevent breakage (see how to pack & ship spent lamps).
 - b) Crushed or broken lamps must be packed in DOT specification metal drums or DOT equivalent plastic drums. The tops of all containers must be secured prior to shipping. CONTAINERS MUST NOT CONTAIN ANY HAZARDOUS OR NON-HAZARDOUS MATERIALS OTHER THAN LAMP BY-PRODUCTS. A FEE WILL BE CHARGED FOR CONTAMINATED DRUMS.

Recycling Price:

	Price each
4' Lamps or smaller	\$ 0.29
Lamps longer than 4'	\$ 0.50
Compact Lamps... (standard).....	\$ 0.29
Compact Lamps, built-in ballast.....	\$ 0.29
Circular Lamps.....	\$ 0.42
U-Bend Lamps.....	\$ 0.42
HID's.....	\$ 0.97
Plastic Coated 4'.....	\$ 1.71
Plastic Coated 8'.....	\$ 1.93
Broken Lamps if over 5% of container of whole lamps.....	\$ 1.07/lb
Drum of broken or crushed Lamps.....	\$300.00
Ballasts	\$ 0.67/lb
Incandescent.....	\$ 0.14
2" Diameter Fluorescent Lamps.....	\$ 1.43 adder

Containers:

Reuse original cartons or we can provide 4' &/or 8' cartons.
 Approx. 50 lamps per 4' carton & 35 lamps per 8' carton.
 Fiber drums provided free, subject to availability, if picked up at our plant.
 Ballasts must be shipped in DOT approved 55gal drums
DAMAGED OR WET CONTAINERS, LAMPS MAY BE ASSESSED AN ADDITIONAL FEE

Transportation: Customer Drop off at our facility OK. Local pickups in Chicago & Suburbs, 1st 4ft skid or 55 gal. steel drum; \$40/skid or drum, \$20 ea. add'l skid or drum. Waiting time 0-30 min. N/C, additional 15 min. \$7.50; Hand load skid 7.50/skid. Call for Downtown or outside of area freight.

Terms Net 30 FOB Our Plant
 Minimum billing \$25
 We reserve the right to change our prices

Lighting Specifications

All lighting projects are expected to comply with the Illuminating Engineering Society of North America (IESNA) recommended lighting levels or the local code.

Compact Fluorescent Lamps (Screw-in)

This incentive applies to screw-in compact fluorescent lamps (CFLs) and applies only if an incandescent or high intensity discharge (HID) lamp is being replaced. All screw-in CFLs must be ENERGY STAR®-rated. The lamp/ballast combination must have an efficacy of ≥ 40 lumens per Watt (LPW). For screw-in CFLs, electronic ballasts are required for lamps ≥ 18 Watts.

Hardwired Compact Fluorescent Fixtures

For hardwired CFL fixtures, only complete new fixtures or modular hardwired retrofits with hardwired electronic ballasts qualify. The CFL ballast must be programmed start or programmed rapid start with a power factor (PF) ≥ 90 and a total harmonic distortion (THD) $\leq 20\%$.

De-lamp, Permanent Lamp Removal

Incentives are paid for de-lamping, permanent removal, of existing fluorescent lamps. De-lamp is the net reduction in the number of lamps in a fixture. Applicants are responsible for determining whether or not to use reflectors in combination with lamp removal in order to maintain adequate lighting levels. Lighting levels are expected to meet the Illuminating Engineering Society of North America (IESNA) recommended light levels. Unused lamps, lamp holders, and ballasts must be permanently removed from the fixture and disposed of in accordance with local regulations. This measure is applicable when retrofitting from T12 lamps to T8 lamps or reconfiguring a T8 fixture to reduce the number of lamps. Removing lamps from a T12 fixture that is not being retrofitted with T8 lamps are not eligible for this incentive. A Pre-approval Application is required for lamp removal projects in order for DCEO to conduct a pre-retrofit inspection.

High Performance 4-foot T8 Lamps and Ballast

This measure consists of replacing existing T12 lamps and magnetic ballasts with high performance T8 lamps and electronic ballasts. This measure is based on the Consortium for Energy Efficiency (CEE) high performance T8 specification (www.cce1.org) and is listed in Table 1. A list of qualified lamps and ballasts can be found at: <http://www.cce1.org/com/com-lu/com-ll-main.php3>. Both the lamp and ballast must meet the specification in order to qualify for an incentive. Incentives for this measure are calculated per lamp installed. A manufacturer's specification sheet must accompany the application.

Table 1. High Performance 4-foot T-8 Lamps and Ballasts

Performance Characteristics for Systems					
Mean System Efficacy	≥ 90 Mean Lumens per Watt (MLPW) for Instant Start Ballasts				
	≥ 88 MLPW for Programmed Rapid Start Ballasts				
Performance Characteristics for Lamps					
Color Rendering Index (CRI)	≥ 80				
Minimum Initial Lamp Lumens	≥ 3100 Lumens*				
Lamp Life	$\geq 24,000$ hours				
Lumen Maintenance or Minimum Mean Lumens	$\geq 90\%$ or $\geq 2,900$ Mean Lumens				
Performance Characteristics for Ballasts					
Ballast Efficacy Factor (BEF) BEF = (BF x 100) / Ballast Input Watts	Instant-Start Ballast (BEF)				
	Lamps	Low BF ≤ 0.85	Norm $0.85 < BF \leq 1.0$	High BF ≥ 1.01	
	1	> 3.08	> 3.11	NA	
	2	> 1.60	> 1.58	> 1.55	
	3	≥ 1.04	≥ 1.05	≥ 1.04	
	4	≥ 0.79	≥ 0.80	≥ 0.77	
	Programmed Rapid Start Ballast (BEF)				
	1	≥ 2.84	≥ 2.84	NA	
	2	≥ 1.48	≥ 1.47	≥ 1.51	
	3	≥ 0.97	≥ 1.00	≥ 1.00	
	4	≥ 0.76	≥ 0.75	≥ 0.75	
	Ballast Frequency	20 to 33 kHz or ≥ 40 kHz			
	Power Factor	≥ 0.90			
Total Harmonic Distortion	$\leq 20\%$				

*For lamp with color temperatures $\geq 4500K$, Minimum Initial Lamp Lumens must be ≥ 2950 Lumens

Table 2. Reduced Wattage 4-Foot Lamps and Ballasts

Performance Characteristics for Lamps				
---------------------------------------	--	--	--	--

Mean System Efficacy	≥ 90 MLPW	
Color Rendering Index (CRI)	≥ 80	
Minimum Initial Lamp Lumens	≥ 2585 Lumens for 28 W ≥ 2400 Lumens for 25 W	
Lamp Life ²	> 18,000 hrs at three hours per start	
Lumen Maintenance or Minimum Mean Lumens ³	≥ 94% - or - ≥ 2430 Lumens for 28 W ≥ 2256 Lumens for 25 W	
Performance Characteristics for Ballasts – 28 W Ballasts		
Ballast Frequency	20 to 33 kHz or ≥ 40 kHz	
Power Factor	≥ 0.90	
Total Harmonic Distortion	≤ 20%	
Performance Characteristics for Ballasts – 28 W Systems		
Ballast Efficacy Factor (BEF) BEF = [BF x 100] / Ballast Input Watts Based on: (1) Type of Ballast (2) No. of lamps driven by Ballast (3) Ballast Factor	Instant-Start Ballast (BEF)	
	Lamps	All Ballast Factor Ranges
	1	≥ 3.52
	2	≥ 1.76
	3	≥ 1.16
Performance Characteristics for Ballasts – 25 W Systems		
Ballast Efficacy Factor (BEF) BEF = [BF x 100] / Ballast Input Watts Based on: (1) Type of Ballast (2) No. of lamps driven by Ballast (3) Ballast Factor	Instant-Start Ballast (BEF)	
	Lamps	All Ballast Factor Ranges
	1	≥ 3.95
	2	≥ 1.98
	3	≥ 1.32
4	≥ 0.99	

¹ Lamps ≥ 4500 K and/or 24000 hours have a system efficiency specified > 88 MLPW. Minimum initial and mean lumen levels are specified as follows: for 28 W lamps, limits are 2600/2340. For 25 W lamps, limits are 2300/2185.

² Life rating is based on an instant Start Ballast tested in accordance with ANSI protocols. When used for Program Start Ballast, life may be increased depending upon the operating hours per start.

³ Mean lumens measured at 7,200 hours.

⁴ Multi-Voltage Ballasts must meet or exceed the listed Ballast Efficacy Factor when operated on at least one of the intended operating voltages.

Reduced Wattage 4-foot T8 Lamps and Ballasts

Incentives are available for replacing T12 systems with reduced wattage lamp and electronic ballast systems. The lamps and ballasts must meet the Consortium for Energy Efficiency (CEE) specification (www.cee1.org). Qualified lamps and ballast products can be found at <http://www.cee1.org/com/com-1t/com-1t-main.php3>. Both the lamp and ballast must qualify per Table 2. Incentives are calculated per lamp installed. A manufacturer's specification sheet must accompany the application.

Reduced Wattage 4-foot T8 Lamp Only

Incentives are available when replacing 32 Watt T8 lamps with reduced wattage T8 lamps when an electronic ballast is already present. The lamps must be reduced wattage in accordance with the Consortium for Energy Efficiency (CEE) specification (www.cee1.org). Qualified products can be found at <http://www.cee1.org/com/com-1t/com-1t-main.php3>. The nominal wattage of new lamps must be 28W (≥2585 Lumens) or 25W (≥2400 Lumens) to qualify. A manufacturer's specification sheet must accompany the application.

Reduced Wattage 8-foot T8 Lamps and Ballast

This measure is for the replacement of existing T12 lamps and magnetic ballasts with reduced wattage 8-foot T8 lamps and electronic ballasts. Lamps must have a minimum mean lumen per watt (MLPW) of 90 and must have a nominal wattage of less than 57W. A manufacturer's specification sheet must accompany the application.

Reduced Wattage 8-foot T8 Lamps Only

Incentives are available for replacing 59 Watt T8 lamps with reduced wattage 8-foot T8 lamps. Lamps must have a minimum mean lumen per watt (MLPW) of 90 and must have a nominal wattage of less than 57W. The incentive level is calculated on a per lamp basis and ballast replacement is not necessary. A manufacturer's specification sheet must accompany the application.

U-tube T8 Lamps and CEE Qualified Ballasts

This measure consists of replacing existing U-tube T12 lamps and magnetic ballasts with U-tube T8 lamps and CEE qualified electronic ballasts. The lamp must have a color rendering index (CRI) \geq 80. Qualified ballasts can be found at: <http://www.ccel.org/com/com-ll/com-ll-main.php>. A manufacturer's specification sheet must accompany the application.

2 and 3 foot T8 Lamps and Ballasts

This measure consists of replacing existing T12 lamps and magnetic ballasts with T8 lamps and electronic ballasts. The lamp must have a color rendering index (CRI) \geq 80 and the ballast must have a total harmonic distortion (THD) \leq 32% at full light output, and the power factor (PF) must be \geq 0.90. A manufacturer's specification sheet must accompany the application.

Exit Signs

High-efficiency exit signs must replace or retrofit an existing incandescent exit sign. Electroluminescent, photoluminescent, T1 and light-emitting diode (LED) exit signs are eligible under this category. Non-electrified and remote exit signs are not eligible. All new exit signs or retrofit exit signs must be UL 924 listed, have a minimum lifetime of 10 years, and have an input wattage \leq 5 Watts per face.

LED Lighting

LED recessed downlight luminaries up to 18 Watts or screw-in base lamps qualify. The LED recessed downlight must have a minimum efficacy of 35 lumens per Watt. The product must meet ENERGY STAR[®] version 1.1 criteria. LED lamps with ANSI sockets will qualify based on the July, 2009 ENERGY STAR[®] specification. See www.energystar.gov for more information. LED lamps and downlight luminaries over 18 Watts may qualify for custom incentives.

Integrated Ballast Ceramic Metal Halide Lamps

Qualifying lamps are 25 watt or less integrated ballast ceramic metal halide PAR lamps with a rated life of 10,500 hours or greater.

Metal Halide Fixtures - Pulse Start or Ceramic

This incentive applies to retrofits of high intensity discharge fixtures with either pulse start metal halide or ceramic metal halide fixtures. Total replacement wattage must be lower than existing wattage to insure energy savings. Retrofit kits may be used on existing mercury vapor, standard metal halide or high pressure sodium fixtures only.

Interior Induction Fixtures

Only new, hard-wired induction fixtures qualify. New fixtures must replace, one for one, existing incandescent, mercury vapor, T12/High Output fluorescent, T12/Very High Output fluorescent, standard metal halide, or high pressure sodium fixtures in interior installations. The new fixtures must not exceed the maximum Wattage listed in the table below for each range of lamp Wattage being replaced.

Existing Fixture Wattage	Maximum Replacement Fixture Wattage
\geq 400 Watt	360W
176 – 399 Watt	180W
101 – 175 Watt	160W
\leq 100 Watt	95W

Cathode

All Cold Cathode Fluorescent lamps (CCFLs) must replace incandescent lamps of greater than or equal to 10 Watts and not greater than 40 Watts. Cold cathode lamps may be medium (Edison) or candelabra base. Product must be rated for at least 18,000 average life hours.

Occupancy Sensors

Passive infrared, ultrasonic detectors and fixture-integrated sensors or sensors with a combination thereof are eligible. All sensors must be hard-wired and control interior lighting fixtures. The incentive is per Watt controlled. To assist in rebate processing, please provide the inventory of the controlled fixtures with the Final Application.

Plug Load Occupancy Sensor

This rebate applies to passive infrared and/or ultrasonic detectors only. Plug-load sensors must control electricity using equipment in office or cubicles, including lighting, shared copiers, and/or printers.

Bi-Level Stairwell/Hall/Garage Fixtures with Integrated Sensors

Existing fixtures must be a two-lamp T12 fixture. Eligible fixtures are hardwired two-lamp T8 fluorescent fixtures with electronic ballasts and manufacturer integrated occupancy sensors used in areas where code requires lighting 24 hours a day (such as stairwells, hall, and garages). Fixtures with manual override capabilities are not eligible. During occupied periods, the fixture should operate at full light output. During unoccupied periods, the fixture should operate at lower light output and wattage. This measure is not eligible for the occupancy sensor or T12 to T8 incentive.

New T8/T5 Fluorescent Fixtures with Electronic Ballast (Pre-Approval Required)¹

This measure consists of replacing one or more existing fixtures with new fixtures containing T8 or T5 lamps and electronic ballasts. The T8 or T5 lamps must have a color rendering index (CRI) ≥ 80 . The electronic ballast must be high frequency (≥ 20 kHz), UL listed, and warranted against defects for 5 years. Ballasts must have a power factor (PF) ≥ 0.90 . Ballasts for 4-foot lamps must have total harmonic distortion (THD) $\leq 20\%$ at full light output. For 2- and 3-foot lamps, ballasts must have THD $\leq 32\%$ at full light output. High output T5/T8 lamps also qualify for this rebate.

Incentives for this measure are calculated based on the reduction in connected watts. A Pre-approval Application is required for this measure in order for DCEO to conduct a pre-retrofit inspection. Specifications of the new fixtures must accompany the final application. Incentives are only available for new fixtures. Retrofit Kits are not considered new fixtures.

Note: PCB ballasts and lamps are hazardous materials and should be disposed of properly.

LED Traffic and Pedestrian Signals

LED traffic and pedestrian signals must replace or retrofit an existing incandescent traffic signal. Each lamp must have a maximum LED module wattage of 25. Incentives are not available for spare lights. Lights must be hardwired and single lamp replacements are not eligible, with the exception of pedestrian hand signals. The traffic signal LED modules shall fully comply with the Institute of Transportation Engineers (ITE) latest adopted specifications.

¹ Projects with metal halide, T8, or T5 measures that have documented operating hours exceeding 6,000 per year (such as 24-hour facilities) may apply under the Custom Program.



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

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

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

From: Jack E. Moody, CFM

Date: January 21, 2011

Subj: Museum of History Request to Perform Landscaping

Last summer Mr. Greg Koos, Executive Director, McLean County Museum of History, requested that I meet with him to discuss the concept of relandscaping areas of the old Courthouse Museum. Over the years the mature trees have been dying due to age and several trees had to be removed during repairs to the old Courthouse when scaffolding was erected close to the building to perform dome work and then stone repair work. Over the years Mr. Koos and I have been in agreement that once the major exterior Courthouse repairs are completed, the focal point of downtown Bloomington needs to be addressed for landscaping.

Mr. Koos approached Mr. Russel Francois, AIA, of Francois Associates Architects, a professional commercial and landscape design architect, whose office is located across the street from the courthouse. Last summer, Mr. Francois surveyed the trees and current condition of the landscape. He has designed a landscape plan which has been reviewed by myself and Mr. Koos. On January 20, 2011, we met to discuss this again and also logistics. Mr. Koos desires that the Museum perform a fund raising to secure the needed funds for this project. The fund raising would provide the needed financial resources for plantings and labor. The County does not have the needed landscaping equipment to perform the project, and no funds are budgeted. Before fund raising can begin Mr. Koos seeks approval of the County for the landscape plan project. The target date to perform the project is October, 2011.

Mr. Koos and Mr. Francois request permission to appear at the February Property Committee to present the landscape plan, explain the project, and answer any questions.

Thank you.

A RESOLUTION FOR REAPPOINTMENT OF DARWIN BUILTA
AS A TRUSTEE OF THE
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term for Darwin Bulta, as a member of the Southeastern McLean County Water Authority, 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 70, Section 2705/4, has the responsibility to fill a three-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 Darwin Bulta as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2014, 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 Darwin Bulta and Hunt Henderson, attorney for the Southeastern McLean County Water Authority, as well as the County Clerk, County Auditor and the County Administrator.

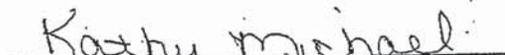
ADOPTED by the County Board of McLean County, Illinois, this 15th day of February, 2011.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

Members Segobiano/Hoselton moved the County Board approve the Consent Agenda as presented. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE :
Member Owens, Vice-Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2010
 Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and the County Board 0001 and,

WHEREAS, the Executive Committee at its regular meeting on February 8, 2011, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- That the County Auditor is directed to add (subtract) to the appropriation budget of the County General Fund 0001 the following appropriation:

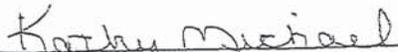
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Chestnut Substance /Recovery Rev. 0001-0001-0001 0404-0002	\$0	\$184,697	\$184,697
SHOWBUS Grant -Federal Rev. 0001-0001-0001 0404-0050	\$100,000	\$593,883	\$693,883
St. of IL -SHOWBUS Grant Rev. 0001-0001-0001 0407-0050	\$100,000	\$459,322	\$559,322
Chestnut Substance / Recovery 0001-0001-0001 0777-0001	\$0	\$184,697	\$184,697
SHOWBUS 0001-0001-0001 0777-0006	\$100,000	\$1,153,205	\$1,253,205

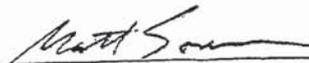
- That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:


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


 Matt Sorensen, Chairman
 McLean County Board

Members Owens/Cavallini moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances - FY'2010, Year End Adjustments General Fund 0001- County Board 0001 - County Administrator's Office. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
REGARDING TRAVEL REIMBURSEMENTS

WHEREAS, certain requests for business travel reimbursement expenses incurred during Fiscal Year 2010 have been submitted to the County Auditor for payment; and,

WHEREAS, the McLean County Travel and Business Expense Reimbursement Policy provides, in part, that reimbursable business travel expenses that have been incurred after November 1st must be submitted for reimbursement to the County Auditor prior to January 15th of the following fiscal year; and,

WHEREAS, the McLean County Travel and Business Expense Reimbursement Policy further provides that failure to comply with timely submission of a travel expense voucher to the County Auditor may result in a disallowance of reimbursement; and,

WHEREAS, several requests for FY 2010 travel and business reimbursement were received by the County Auditor after January 15, 2011; and,

WHEREAS, it is within the means of the County Auditor to immediately pay those reimbursements; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

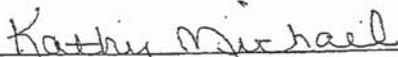
Notwithstanding any ordinance or resolution to the contrary, the County Board hereby directs the County Auditor to immediately pay all FY 2010 reimbursable business travel expenses that were received after January 15, 2011 but prior to February 15, 2011; and,

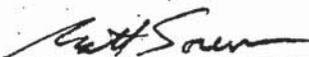
BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the County Auditor, County Clerk, State's Attorney and County Administrator.

ADOPTED by the McLean County Board this 15th day of February, 2011.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Owens/Segobiano moved the County Board approve a Request for Approval of Resolution of the McLean County Board Regarding Travel Reimbursement - County Administrator's Office. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report and Minutes from other meetings could be found on pages 29-47.

TRANSPORTATION COMMITTEE:
Member Hoselton, Chairman, presented the following:

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT

WHEREAS, the McLean County Board's 2011 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2011 Sign Truck, one (1) 2011 Midsize Four (4) Door Sedan, and one (1) 2011 Midsize Pickup; and

WHEREAS, McLean County Highway Department received sealed bids on January 25, 2011; and

WHEREAS, the Transportation Committee duly approved the bids on February 15, 2011; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bids be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

1 – 2011 International 7400SFA for \$164,234.00
fromPrairie-Archway International
2116 N Main St – PO Box 429
Normal, IL 61761-0429

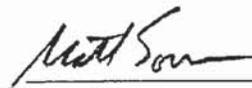
1 – 2011 Ford Fusion for \$7,796.61 and trade in of one (1) 2004 Ford Expedition &
one (1) 2003 Ford F-150 Pickup
fromLexington Ford, LLC
302 S Spencer
Lexington, IL 61753

WHEREAS, Bob Ridings, Inc, 931 Springfield Rd, Taylorville, IL 62568, has the State bid for XLT Supercab Pickup Trucks, which is included in the FY2011 Highway Fund Budget:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following from the State bid:

1 – 2011 Ford Ranger XLT Supercab Pickup Truck for \$13,930.00.

Approved by the County Board on February 15, 2011.

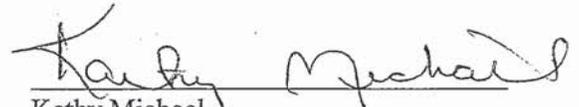
 2-15-2011
Matt Sorensen (date)
McLean County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

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 the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 15, 2011.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 15th day of February, A.D., 2011.

[SEAL]


Kathy Michael
McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/25/2011 Time: 9:00 am Item: 1-2011 Sign Truck
 Trade-In: 2003 Sterling LT7501 Sign Truck Present: Eric, Jerry, Mark & Lufe
 Replaces: above Date Advertised: 1/6/2011

Bidder:	JX Peterbilt	Prairie International	Central Illinois Truck	Centre State International
Address:	Bloomington, Il	Normal, Il	Normal, IL	Peoria Il
Make:	Peterbilt	International	Kenworth	International
Model:	348	7400SFA	T470	7400SFA
Outright Price:	\$165,859.00	\$164,234.00	\$173,196.00	\$159,916.95
Less trade of 2000 Sterling Sign Truck:	\$6,000.00	\$3,500.00	\$12,500.00	\$7,000.00
Total Price:	\$159,859.00	\$160,734.00	\$160,696.00	\$152,916.95
Delivery:	6/1/2011	90 days to body co.	8/1/2011	14 weeks from order
Complies Spec's:		X		
Does Not Meet Spec's.	X		X	X
Successful Bidder:		X		

Comments: Centre State International does not meet specs. They are requiring payment at the time of Cab and Chassis receipt and balance bill when completed. They also did NOT include an 84 month extended engine electronics warranty and a few other miscellaneous items.
 JX Peterbilt does not meet specs. Engine electronics warranty is not available. Only a complete mechanical warranty of 3 years 150,000 miles. Peterbilt also does not have verticle exhaust that was specified. We believe the horizontal exhaust that was bid to be a safety hazzard. Excessive fumes in the work area near the truck and fire risk of the exhaust burning grass on the roadside.
 Kenworth does not meet specs. Engine electronics warranty is for 5yrs/150,000 miles

Recommended by Highway Department: Purchase 1 new 2011 International 7400SFA from Prairie International retaining trade in, for a purchase price of \$164,234.00. Trade in would be sold at a later date.

Accepted by Transportation Committee:

Date:

McLean County Highway Department 2011 Equipment

2011 state bid Ford Ranger XLT Supercab Pickup Truck.

McLean County Highway Department request the purchase of the following State Bid 2011 Ford Ranger XLT Super cab with listed options from Bob Ridings Inc. in Taylorville, IL.

1-2011 Ford Ranger XLT Supercab Pickup Truck contract # 4016058

	\$13,825.00
License and Title	\$105.00
Bright Red Color	n/c
Total	\$13,930.00

Members Hoselton/Soeldner moved the County Board approve a Request for Approval of County Equipment Purchase Letting

(1) Letting Results from the January 25, 2011 Bids

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:



Illinois Department of Transportation

Resolution for Improvement by County Under the Illinois Highway Code

Brucker Bridge (10-00041-02-BR) – Bridge

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) 21, beginning at a point near the Southeast Corner of the Northeast 1/4 of Section 29 T25N, R4E, of the 3rd P.M. (219' South of Little Crooked Creek on C.H. 21 – Lexington-Lerov Road) and extending along said route(s) in a(n) Northerly direction to a point near the Southeast Corner of the Northeast 1/4 of Section 29, T25N, R4E, of the 3rd P.M. (273' North of Little Crooked Creek on C.H. 21 - Lexington-Lerov Road), a distance of approximately 492 feet (0.093 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be replacement of the existing timber pile bridge with a three-span continuous reinforced concrete slab bridge (Describe in general terms)

and shall be designated as Section 10-00041-02-BR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees") BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Eight Hundred Thousand dollars, (\$800,000.00)

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

Matt Sorenson

Matt Sorensen, Chairman – McLean County Board

Table with columns for Approved, Date, Department of Transportation, and 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 February 15, 2011 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 17 day of Feb. A.D. 2011

(SEAL) Kathy Michael County Clerk

Members Hoselton/Cavallini moved the County Board approve a Request for Approval of Lexington/LeRoy (CH 21) - Brucker Bridge - Sec 10-00041-02-BR

(1) County Bridge Fund Resolution

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:

Professional Services Agreement

C11L0012

This Agreement is made this 11th day of January, 2011 between McLean County Highway Department, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Section 11-00113-05-GM, Towanda Barnes-IL 9 Intersection Loops and Pavement Marking Replacement, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S) Rev. 3 are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: Juanda A. Jones

By: Matt Somers

Title: Vice President

Title: McLean County Board Chair

Date: January 26, 2011

Date: February 15, 2011

Professional Services Agreement
C11L0012
Attachment A – Scope of Services

Agreement Date: January 11, 2011

Project: Towanda Barnes-IL 9 Intersection Loops and Pavement Marking Replacement

Project Description:

Produce plans and construction documents for the replacement of the traffic signal detector loops and pavement markings for the Towanda Barnes Road legs of the IL 9 and Towanda Barnes Road intersection.

Services:

The Scope of Services to be provided is limited to the following:

- 1 Acquire survey data and existing traffic signal locations from McLean County.
- 2 Conduct a site visit to verify data provided.
- 3 Create base map with provided information.
- 4 Layout replacement detector loop locations.
- 5 Layout pavement markings on Towanda Barnes Road legs in accordance with MUTCD, IDOT, and McLean County Highway Department standards.
- 6 Produce 90 percent construction drawings and specifications submit them to IDOT District 5 and McLean County Highway Department for comment.
- 7 Address comments, and submit final construction drawings, specifications, and engineers opinion of probable cost to McLean County Highway Department.

Professional Services Agreement

C11L0012

Attachment B – Charges for Services

Agreement Date: January 11, 2011

Project: Towanda Barnes-IL 9 Intersection Loops and Pavement Marking Replacement

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a \$5,550 lump sum. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.

General Conditions

Hanson Agreement: C11L0012

Agreement Date: January 11, 2011

Project Name: Towanda Barnes-IL 9 Intersection Loops and Pavement Marking Replacement

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

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

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

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

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

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

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written

notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

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

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

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

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

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

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and

conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting

party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

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

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

Members Hoselton/Black moved the County Board approve a Request for Approval of Engineering Services Agreement - Hanson Professional Services, Inc.

(1) Sec 11-00113-05-GM - Towanda Barnes Rd. (CH 29)

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

POLLUTION CONTROL SITE HEARING COMMITTEE:

Member Gordon, Vice-Chairman, presented the following:

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY POLLUTION CONTROL SITE HEARING COMMITTEE

This is the findings of fact and the recommendation of the McLean County Pollution Control Site Hearing Committee of the McLean County Board concerning an application of Henson Disposal, Inc., for site approval of a pollution control facility that will recycle construction and demolition materials including wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and process landscape waste on their properties located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Bunn St., Bloomington and for reduction of the initial filing fee from \$125,000 to \$1,000.

Henson Disposal, Inc. filed an application for site approval for the proposed pollution control facility on April 19, 2010 and filed an amendment to the application on August 9, 2010. Public hearing was held on December 9, 2010. Based upon the information provided in the application and amendment thereto and testimony provided at the public hearing, the McLean County Pollution Control Site Hearing Committee finds that the proposed facility meets the following criteria set forth in 415 ILCS 5/39.2 for the reasons stated:

- (i) The facility is necessary to accommodate the waste needs of the area it is intended to serve; this criterion is met.

According to the IEPA the McLean County Landfill will reach capacity by 2014. Once in operation the Henson Disposal Recycling Center will prolong the life of the landfill by diverting recyclable demolition and construction material from the landfill. This operation will also be a great resource to contractors seeking LEED compliance, a program that certifies a building was built "green" meeting energy standards and stewardship of resources. One way to meet LEED requirements is by recycling construction waste, such as wood, metal, and cardboard generated from construction. Using predicted numbers, this center will be able to process 52,000 tons per year which will approximately double the amount of recyclable demolition and construction material currently processed by the city.

- (ii) The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected; this criterion is met.

The applicant will put measures in place to reduce the impact of the operations at the facility on neighboring properties. More specifically, dust will be suppressed using a water sprinkler system and pressurized water system. There will be a 9' fence situated on the west and south sides of the property and trees will be planted to buffer the noise, and the hours of operation will be limited to accommodate the neighboring properties. Any materials with a potential for producing noxious odors will be removed from the site daily. All material will be moved on paved roads, but any mud tracking that occurs will be removed within 24 hours. Work will cease at any time the winds exceed 35 mph and screens will be used to catch blowing material if necessary.

- (iii) The facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property; this criterion is met.

The neighboring property is in commercial use and the proposed facility is compatible with the other business uses in the vicinity and would not likely be a detriment to the surrounding property values. The subject property is in the M-2 General Manufacturing Zoning District and is

surrounded by land in the M-2 District. The land to the north across the railroad right-of-way contains multiple commercial uses. The land to the east is used as a private recreation facility. The land to the south is in part used as a private recreation facility and in part is vacant. The land to the west contains multiple commercial uses. The measures that will be used to minimize any negative impact to public health, safety and welfare in satisfaction of criteria (ii) will also minimize any possible incompatibility the proposed facility may have with surrounding property.

- (iv) (A) For a facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100 year flood plain or the site is flood-proofed; (B) For a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain, or if the facility is a facility described in subsection (b)(3) of Section 22.19a, the site is flood-proofed;

This criterion is not applicable to the proposed facility and the committee makes no finding.

- (v) The plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents; this criterion is met.

The proposed operation does not pose a high risk of danger to the surrounding area from fire, spill or other operational accidents. The applicant has provided a fire protection plan and a spill prevention and emergency response plan that will reduce the minimal danger to the surrounding area from fire, spills or other operational accidents. The spill prevention and emergency response plan was developed with the assistance of the Director of the McLean County Emergency Management Agency. The fire protection plan was developed with the assistance of the Fire Chief of the Bloomington Township Fire Protection District. Fire protection measures include no smoking on site, keeping all materials wet through dust control procedures, and placing fire extinguishers on all equipment. Fire protection will be provided from a water well that could be hooked up with hoses and a fire hydrant which is 600 feet from the property. All employees will undergo safety awareness training consisting of; locations of fire extinguishers, emergency contact numbers, location and direction of the nearest hospital, safety glasses, hard hats, and reflective vests will be required and provided.

- (vi) The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows; this criterion is met.

No new roads will be constructed. Trucks will use existing roads, rated for truck traffic. The County Engineer toured the proposed site and found the proposed traffic flow satisfactory, on the condition that roads will be cleared of any mud within 24 hours.

- (vii) If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release.

This criterion is not applicable and the committee makes no finding.

- (viii) If the facility is to be located in a county where the county board has adopted a solid waste management plan consistent with the planning requirements of the Local Solid Waste Disposal Act

[FN1] or the Solid Waste Planning and Recycling Act, [FN2] the facility is consistent with that plan; for purposes of this criterion (viii) the "solid waste management plan" means the plan that is in effect as of the date the application for siting approval is filed; this criterion is met.

The application is consistent with the two main goals of the Solid Waste Management Plan: "the expansion of commercial and industrial recycling throughout McLean County" and the "development of opportunities for recycling of construction and demolition waste".

- (ix) If the facility will be located within a regulated recharge area, any applicable requirements specified by the Board for such areas have been met.

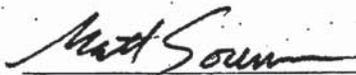
This criterion is not applicable and the committee makes no finding.

After considering all the evidence and testimony presented, the McLean County Pollution Control Site Hearing Committee finds that the application meets all the criteria as found in Chapter 33 of the McLean County Code for Pollution Control Facilities, provided the following stipulations are met:

1. A Spill Prevention and Emergency Response Plan shall be submitted to and approved by the Director of the County Emergency Management Agency and the Director of Building and Zoning before the commencement of operations of this pollution control facility and shall be reviewed annually;
2. The Fire Chief of the Bloomington Township Fire Protection District shall inspect and approve the fire protection plan before the commencement of operations of this pollution control facility;
3. The applicant will pay for additional costs of processing the application such as for a transcript, publications, etc.;
4. Development follows the plans and documents submitted with the application; and
5. Approval of a Performance Agreement and approval of a Host Agreement.

Therefore the McLean County Pollution Control Site Hearing Committee recommends approval of the application by Henson Disposal, Inc., to reduce the initial filing fee from \$125,000 to \$1,000, and for site approval of a pollution control facility that will recycle construction and demolition materials including wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and process landscape waste on their properties located in Bloomington Township at 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Bunn St., Bloomington, provided compliance with above stipulations.

Respectfully submitted by the McLean County Pollution Control Site Hearing Committee



Matt Sorensen, Chairman

2-15-2011

Date

Members Gordon/Owens moved the County Board approve a Request for Approval of Findings of Fact and Recommendation of the McLean County Pollution Control Site Hearing Committee - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:

PERFORMANCE AGREEMENT

This Performance Agreement ("Performance Agreement") is entered into as of the _____ day of February, 2011, by and among Henson Disposal, Inc., P.O. Box 1058, Bloomington, Illinois 61702, as Operator, TKNTK, LLC as Owner, and the County of McLean, Illinois.

WHEREAS, Henson Disposal, Inc. desires to procure from the County of McLean, as required by Illinois Environmental Protection Act Section 39.2, a siting approval for the construction and operation of a pollution control facility to sort and recycle building construction materials and process landscape materials at 2148 Tri Lakes Road, Bloomington, Illinois during the period beginning on the effective date of any EPA Permit and terminating on the earlier of the expiration or revocation of any such permit.

WHEREAS, TKNTK, LLC owns the property on which Henson Disposal, Inc. proposes to operate the aforesaid pollution control facility and TKNTK, LLC will enter into a lease agreement with Henson Disposal, Inc. for the purpose of providing a location for the pollution control facility

WHEREAS, as a condition of granting Henson Disposal, Inc. approval for siting the pollution control facility, the County of McLean will require Henson Disposal, Inc. to agree and provide appropriate security, to guarantee the removal of all construction and landscape materials, rubbish, debris, temporary structures, tools and equipment used in the recycle operation in the event Henson Disposal, Inc. ceases to conduct any of the activities as permitted by the County under the siting approval or it's E.P.A. permit,

NOW, THEREFORE, the parties agree as follows:

A. Henson Disposal, Inc. shall well and true perform all and singular the conditions and provisions attached to the approval for the Pollution Control Facility Siting by the County of McLean, State of Illinois.

B. Henson Disposal, Inc. shall, prior to the effective date of any permit issued by the Illinois Environmental Protection Agency for operation of the the Pollution Control Facility and commencement of construction, deliver to the County an irrevocable letter of credit equal to One Hundred Twenty Thousand Dollars (\$120,000.00) in a form acceptable to the County or, some alternate form of security acceptable to the County, which security shall remain in place until such time as Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or it's E.P.A. permit. The County may draw upon the letter of credit or other security upon the occurrence of either of the following two events: a) Henson Disposal, Inc. ceases to do business for any reason and fails to appropriately clean up all rubbish, debris, excess material, temporary structures, tools and equipment after notice and opportunity to cure as provided in Paragraph C b). Cancellation or non-renewal of the letter of credit or other security provided by Henson Recycling, Inc. to guarantee the clean up and failure of Henson to provide the County a commitment to renew or extend its letter of credit, or other agreed upon security provided in lieu of a letter of credit, within sixty (60) days of the date such letter of credit or other security will expire. In that event, County may draw all of the funds available under the letter of credit or other security and deposit them into an account to be held in escrow until such time Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or its E.P.A. permit for any reason and fails to appropriately clean up all rubbish, debris, excess

material, temporary structures, tools and equipment after notice and opportunity to cure as provided in Paragraph C. The irrevocable letter of credit or funds in any escrow account established hereunder may be applied against any expenses related to the removal and cleanup of any rubbish, debris, excess material, temporary structures, tools and equipment from the recycled property

C. Default and Cure Rights. If Henson Disposal, Inc. fails to appropriately clean up all rubbish, debris, excess material, temporary structures, tools and equipment within ninety (90) days of ceasing to conduct any of the activities as permitted by the County under the siting approval or its E.P.A. permit. County shall give Henson Disposal written notice of its intent to perform any necessary clean up and to draw upon the letter of creditor escrow account to offset the expense of doing so. Any such notice shall identify the rubbish, debris, excess material, temporary structures, tools and/or equipment to be removed and shall specify a date by which County will perform the clean up in default of Henson Disposal doing so, which date shall not be less than thirty (30) days of the date of said notice. County may enter onto Henson Disposal property and perform the clean up if Henson Disposal has not initiated and made substantial progress toward clean up of the items listed in the notice by the date specified with no further notice to Henson Disposal, Inc.

D. The amount of security is based on an estimated cost of clean up determined as follows. There is maximum storage capacity on the site for 3500 yards (1225 tons) of construction recycling debris. The cost of transporting the material from the site to the nearest landfill was estimated at \$65.00 per ton (\$55.00 tipping fee and \$10.00 trucking fee) bringing the total potential clean up cost for debris construction recycling operation

to \$79,625.00. The estimate of cleaning up the landscape processing operations was \$40,000.00 based on Henson Recycling, Inc. actual cost to clear the total area where those materials are stored; making the total estimated cost to clean up the entire site \$119,625.00, rounded to \$120,000.00. The parties agree that the amount of the security will be reviewed one year after Henson Recycling, Inc commences operation of the pollution control facility to determine if the amount should be increased or decreased taking into consideration any increase in tipping fees, transportation costs, disposal cost for landscape waste and taking into consideration the average amount of material on the property. The amount of security shall be reviewed every five years thereafter to insure that it is based on the then current tipping fees, transportation costs and landscape waste disposal costs; provided however that the amount of security shall never be less than \$120,000.00, unless the average amount of material is less than what is assumed and in such case the requisite security shall be adjusted accordingly.

E. The requirement of security is not intended to and will not limit Henson Recycling, Inc.'s liability to pay for the full cost any clean up required and Henson Recycling shall be responsible to reimburse County for any amounts by which the cost of clean up exceed the funds available under the letter of credit, escrow account or any other security available at the time of clean up.

F. TKNTK, LLC acknowledges that as the property owner, it will be responsible for removal of all construction and landscape materials, rubbish, debris, temporary structures, tools and equipment used in the recycle and landscape processing operation from the site at such time as Henson Disposal, Inc. ceases to conduct any of the activities permitted by the County under the siting approval or it's E.P.A. permit. TKNTK, LLC

agrees that it will clean up the site upon receipt of notice from the County that Henson Disposal, Inc. has not completed the clean up of the property after having been given notice to do so. TKNTK,LLC agrees that County may make demand on it to perform the clean up in lieu of or prior to drawing upon the security provided pursuant to paragraph B.

G. This agreement shall remain in full force and effect until Henson Disposal, Inc. ceases conducting both the construction material recycling and landscape processing as allowed by the county siting approval.

H. **Additional Terms.**

a. The parties and their counsel have reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

b. This Agreement may be amended, altered or terminated, in whole or in part, only by a writing signed by all Parties.

c. The Parties agree to bear their own expenses, attorney fees, and costs for all matters related to the Lawsuit, and the negotiation and consummation of this Agreement and settlement.

d. Each of the Parties hereto understands and expressly agrees that this Agreement shall bind and benefit their directors, officers, owners, shareholders, trustees, administrators, partners, agents, employees, servants, attorneys, insurers,

underwriters, successors, assigns, predecessors, parents, subsidiaries, affiliates, and divisions, representatives, and all persons or entities formerly in any of those positions, and their heirs, executors, administrators, agents, representatives, successors and assigns, and attorneys, and any persons or entities formerly in any of those positions, as appropriate.

e. This Agreement shall be governed, construed and enforced according to the laws of the State of Illinois.

f. This Agreement represents the full agreement of the Parties, and supercedes all prior and contemporaneous agreements and understandings, if any, relating to the substance hereof between or among them. This is a fully integrated document.

g. Each of the Parties expressly represents and warrants that (i) it is validly existing and in good standing under the laws of its respective state of incorporation, (ii) it has the full right power, legal capacity and authority, without the consent of any other person, entity or governmental authority, to execute, deliver and carry out the terms of this Agreement and to consummate the transactions contemplated hereby and thereby, (iii) all corporate and other actions required to be taken by it to authorize the execution, delivery and performance of this Agreement (and all documents and agreements necessary to give effect to the provisions of this Agreement) have been duly and properly taken or obtained, and (iv) this Agreement (and all documents and agreements necessary to give effect to the provisions of this Agreement) is the lawful, valid and legally binding obligation of such Party, enforceable against it in accordance with its terms.

h. This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of said counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

THIS AGREEMENT is effective 2-15-2011.

HENSON DISPOSAL, INC.

COUNTY OF McLEAN

By: Tom Kirk
Its President

By: Matt Sorenson
Its Co. Board Chairman

TKNTK, LLC

By: Tom Kirk
Its President

Members Gordon/Segobiano moved the County Board approve a Request for Approval of Performance Agreement between the County of McLean and Henson Disposal, Inc. - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:



Illinois
Environmental
Protection Agency

Bureau of Land
1021 North Grand Avenue East
Box 19276
Springfield, IL 62794-9276

CERTIFICATION OF SITING APPROVAL (LPC-PAS)

Name of Applicant for Siting: Henson Disposal, Inc.

Address of Siting Applicant: 2148 Tri Lakes Road, Bloomington, at 510 East Hamilton Rd., Bloomington, and at 2014 Bunn St., Bloomington, IL

Name of Site: Henson Disposal Recycling Center Site Number (if assigned): _____

Site Information: Nearest Municipality: Bloomington, IL County: McLean

Unit of local government from which siting approval was obtained: McLean County

1. On 2-15, 2011, the County Board of
(Date) (Governing body of county or municipality)

McLean County approved the site location suitability of Henson Disposal Rec. Center
(County or municipality) (Name of site)
as a new pollution control facility in accordance with Section 39.2 of the Illinois Environmental Protection Act, Ill. Rev. Stat., ch 111 ½, Section 1039.2.

2. The Illinois EPA may need to verify the information on this form, please indicate a person from the unit of local government ("siting authority") whom a representative from the Illinois EPA may contact regarding this approval:

Philip Dick, Director, Department of Building and Zoning, 309-888-5160
(Name, title, and telephone number)

3. Identify the type of activity(ies) for which local siting approval was obtained:
waste storage () , sanitary landfill () , waste disposal () , waste transfer () ,
waste treatment () , waste incinerator () .

4. Did the local siting authority approve the acceptance of special waste? Yes No
Did the local siting authority approve the acceptance of hazardous waste? Yes No

5. Attached to this certification is a true and correct statement of the legal descriptions of the site as it was approved by the aforementioned local siting authority. Yes No
(Note: A legal description must be attached to this document, by the local siting authority, to make the application complete)

IL 532 1429
LPC 218 Rev. March 2003

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

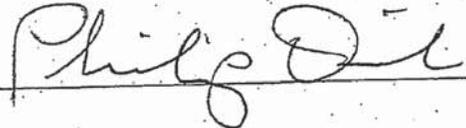
6. Did the local siting authority impose any specific condition(s)? Yes No
If yes, is a copy of the conditions attached to this form? Yes No
(Note: These conditions are provided for information only to the Illinois EPA. The Illinois EPA is not obligated to monitor nor enforce local conditions.)

7. This item is applicable only to landfills or disposal sites.
Was a legal description of horizontal and vertical waste? Yes No N/A
boundaries approved? (i.e., the waste envelop).
If no, is there a maximum disposal capacity approved? Yes No N/A
(i.e., the waste envelop).

If either of the questions under #7 above was answered yes, the legal description or maximum capacity must be attached to this form by the local siting authority to make the application complete.

8. The undersigned has been authorized by the County Board of
(siting authority of county or municipality)
McLean County to execute this certification on their behalf.
(county or municipality)

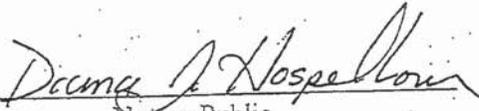
Name: Philip Dick

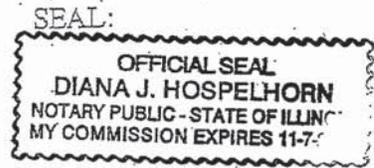
Signature: 

Title: Director of Department of Building and Zoning

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of Feb, 2011


Notary Public



bjh\002892i.doc

Members Gordon/O'Connor moved the County Board approve a Request for Approval of IEPA Certification of Siting Approval Form - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon, Vice-Chairman, presented the following:

HOST COUNTY AGREEMENT

This Host County agreement represents an agreement between Henson Disposal, Inc. and the County of McLean, Illinois.

Henson Disposal, Inc. intends to file an application with McLean County for the siting of a new regional pollution control facility of a recycling center. The facility will be named the Henson Disposal Recycling Center. The Henson Disposal Recycling Center will be located on property owned by TKNTK, LLC at 2148 Tri Lakes Road in Bloomington, Illinois and leased to Henson Disposal, Inc. for purposes of operating a facility, which is subject to this agreement.

The Henson Disposal Recycling Center will accept and process recyclable construction and demolition materials such as wood, metal, drywall, cardboard, concrete, brick, block, aggregate materials, and shingles and will accept and process landscape materials. Once processed, the materials will be sent on to various end users. The facility does not intend to accept food scrap or garbage.

Host County Fee

The County desires to collect a host benefit fee to help meet the costs of government, including, but not limited to, those costs associated with solid waste planning, management, and environmental enforcement, as well as traffic enforcement and maintenance of County highways in the County's jurisdiction in areas impacted by the pollution control facility operations.

The Host Benefit Fees described shall be payable to the County on a monthly basis commencing on the 15th day of the month after the commencement of recycling operations as contemplated in this agreement, and thereafter on or before the 15th day of each month thereafter. Any Host Benefit Fee payment not received by the County by the above deadline shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee per month. Such late charges shall accrue per month or fraction of the month in which the payment is late.

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the Henson Disposal Recycling Center during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by Henson Disposal, Inc.

The County shall be entitled to audit business records from the Henson Disposal Recycling Center not less than on an annual basis to verify the amount of the Host Benefit Fee payments. Henson Disposal, Inc. shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and other such business records the auditor may request to conduct the audit. Provided, however, that Henson Disposal, Inc. may provide these records to the County as confidential business records and the County agrees

that such records shall be kept confidential, consistent with this Agreement, and such confidential business records shall not be provided for review or disclosure pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

The Henson Disposal Recycling Center wishes to pay the County a fee per ton of materials accepted at the facility. The County will incur minimal expenses per year in dealings with the Henson Disposal Recycling Center as opposed to that of a traditional landfill, for which the fee was intended.

The Henson Disposal Recycling Center agrees to pay the County \$0.50 per ton of all incoming materials.

Indemnification Agreement

See Indemnification Agreement, attached hereto as Exhibit A.

Hazardous Waste

The Henson Disposal Recycling Center will not knowingly accept any hazardous materials, as defined by the Illinois EPA. The Henson Disposal Recycling Center intends to accept only construction and demolition materials that are recyclable. The Henson Disposal Recycling Center will comply with the regulations set by the Illinois Pollution Control Board to complete random load checking. If any hazardous waste is discovered, the County government, City of Bloomington, and Illinois EPA will immediately be notified.

Guarantee of Disposal Capacity for McLean County Waste

This provision does not apply to the Henson Disposal Recycling Center because no waste of any kind will be stored on-site long term.

Property Value Protection Program

The Henson Disposal Recycling Center wishes to be exempt from providing a Property Value Protection Program. The site is not a landfill, and no materials will be stored on-site long term. Therefore, the property value of existing homes in the surrounding areas will not be affected by the operations. At any given time, the recycling center could cease operations and the property would revert back to its original condition and form.

Domestic Water Well Protection Plan

The Henson Disposal Recycling Center wishes to be exempt from the Water Well Protection Plan. Please see the request for waiver.

Assignment of Rights Clause

This agreement shall be binding upon Henson Disposal, Inc. and its controlling interest transferees, successors, and assigns. The Regional Pollution Control Site Hearing Committee may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement. Further, any such conditions imposed upon the transferee pursuant to this Agreement may be modified by agreement between the transferee and the Regional Pollution Control Site Hearing Committee of the McLean County Board.

Environmental Contingency Fund

Given that the recycling center is not a long term storage site, no significant environmental impact should occur. Therefore, the Henson Disposal Recycling Center does not want to contribute money to an Environmental Contingency Fund.

Procedure to Determine Remaining Disposal Capacity

This provision does not apply to the Henson Disposal Recycling Center because no waste of any kind will be stored on-site long term.

Access to Non-Financial Records

Henson Disposal, Inc. shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Henson Disposal Recycling Center:

- a. Those submitted by Henson Disposal, Inc. or its agents or consultants to any state or federal environmental regulatory agency; and
- b. Correspondence with any state or federal environmental regulatory agency; and
- c. Those filed with or received from any state or federal regulatory agency relevant to charges, complaints, or citations or environmental violations made by any government authority; and
- d. Those deemed reasonably adequate and sufficient by the Regional Pollution Control Site Hearing Committee of the McLean County board pertaining to the amount of Nonhazardous Solid Waste received and the County which generated that waste.

In return, the County agrees not to disclose or release any documents, records, or other information that is proprietary or confidential business information of the Henson Disposal Recycling Center. This includes, but is not limited to customer information and pricing.

Upon examination of this Host County Agreement, both Henson Disposal, Inc. and the County of McLean, Illinois agree to the provisions listed above.

Henson Disposal, Inc.

By: Tom Kirk

Title: President

County of McLean, Illinois

By: Matt Soun

Title: Chairman

Clerk of the McLean County Board

By: Kathy Michael

Members Gordon/Wendt moved the County Board approve a Request for Approval of Host Agreement between Henson Disposal, Inc. and the County of McLean - Building and Zoning. Acting-Clerk Nelson shows all Members present voting in favor of the Motion except Member Wollrab who voted present. Motion carried.

Member Gordon stated the Spill Prevention & Emergency Response Plan from Henson Disposal, Inc. was located on pages 76-83.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated there were no items to be presented for action and their General Report can be found on pages 84-88.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

AN EMERGENCY APPROPRIATION ORDINANCE AMENDING THE MCLEAN COUNTY FISCAL YEAR 2011 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE FOR FACILITIES MANAGEMENT OLD COURTHOUSE, GENERAL FUND 0001, FM DEPT 0041, COURTHOUSE MAINTENANCE PROGRAM 0049

WHEREAS, the McLean County Board on November 16, 2010, 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 2011 Fiscal Year beginning January 1, 2011 and ending December 31, 2011; and,

WHEREAS, the County of McLean in accordance with the lease agreement, as landlord, is required to maintain all maintenance and repair of the building and grounds of the McLean County Museum of History located in the old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois, whereby the McLean County Museum of History is the tenant and sole occupant; and,

WHEREAS, the County of McLean has received notification of award of a non-matching grant in the amount of \$225,000.00 from the State of Illinois Department of Natural Resources (IDNR) in accordance with a grant application submitted through the *Illinois Public Museums Capital Grant Program* to upgrade and replace old HVAC equipment; and,

WHEREAS, the Property Committee of the McLean County Board approved the County approaching the McLean County Public Building Commission (PBC) to request funding of non-funded items contained in the IDNR Illinois Public Museums Capital Grant through a PBC no-interest loan of \$90,000.00, payable to the PBC by McLean County in the amount of \$18,000.00 per year for five (5) years to commence with the Fiscal Year 2012 McLean County budget, that request seeking funding of the remainder of air conditioning equipment, replacing the ground-mounted data air unit, replacing the east main entrance vestibule, replacing two (2) condensate and one (1) feed pump, and repairing the bell strike mechanism; and,

WHEREAS, the McLean County Public Building Commission approved the no-interest loan of \$90,000.00 on January 4, 2011 as stipulated above; and,

WHEREAS, the Adopted McLean County Fiscal Year 2011 Budget fund 0001-0041-0049 does not contain sufficient funds to pay for these items in 2011; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Auditor is hereby directed to add the following revenue line-item account to the Fiscal Year 2011 Combined Annual Appropriation Budget Ordinance as follows:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
General Fund Facilities Management McLean County Courthouse IDNR Museum Grant General grant Revenue--State 0001-0041-0049-0407.0100	\$0.00	\$225,000.00	\$225,000.00
General Fund Facilities Management McLean County Courthouse PBC Loan PBC Reimbursements 0001-0041-0049-0450.0009	\$0.00	\$90,000.00	\$90,000.00
		<u>Total:</u>	\$315,000.00

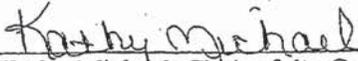
- (2) That the County Auditor is hereby directed to add the following expenditure line-item account to the Fiscal Year 2011 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
General Fund Facilities Management McLean County Courthouse Capitalized Assets 0001-0041-0049-0850.0001	\$0.00	\$315,000.00	\$315,000.00

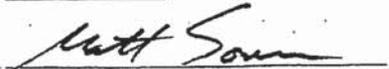
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the McLean County Board this 15th day of February, 2011.

ATTEST:


Kathy Michael, Clerk of the County
Board of McLean County

APPROVED:


Matt Sorensen, Chairman of the
County Board of McLean County

Members Bostic/Hoselton moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2011 Combined Annual Appropriation and Budget Ordinance for Facilities Management Old Courthouse, General Fund 0001, FM Dept. 0041, Courthouse Maintenance Program 0049 - Facilities Management. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

RESOLUTION TO ACCEPT A \$90,000 NO-INTEREST LOAN FROM THE PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, ILLINOIS TO FUND IMPROVEMENTS TO THE OLD COURTHOUSE BUILDING

WHEREAS, in accordance with a lease agreement between the Public Building Commission of McLean County, Illinois (the Commission) and the County of McLean, Illinois (the County) the County is required to maintain and repair the building and grounds of the old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois, where the McLean County Museum of History is the sole tenant and occupant; and,

WHEREAS, the County has received a grant in the amount of \$225,000.00 from the Illinois Department of Natural Resources (IDNR) to make certain repairs and improvements to the Courthouse Building; and,

WHEREAS, the Commission has resolved at its quarterly meeting on January 4, 2011 to provide a no-interest loan of \$90,000.00 to the County, which the County will apply toward certain air conditioning, vestibule and other improvements which were not funded by the IDNR grant, and which are intended to be undertaken during the spring and summer of 2011; NOW THEREFORE,

BE IT RESOLVED, that upon receipt of \$90,000 from the Commission for such repairs and improvements the County agrees to pay the Commission the sum of Ninety-thousand Dollars (\$90,000) in five (5) annual installments of \$18,000 on January 1 of each year beginning January 1, 2012 and including January 1, 2016; and

BE IT FURTHER RESOLVED, that all covenants, agreements and other terms and conditions provided by the Lease between the Commission and the County dated December 3, 2002, and all amendments up to and including Amendment Number 8 dated January 4, 2011, will be kept, observed and performed by the respective parties; and,

BE IT FURTHER RESOLVED, that the County shall have full responsibility for such repairs and improvements and the Commission shall have no responsibility except for the payment of \$90,000 upon written request of the County; and,

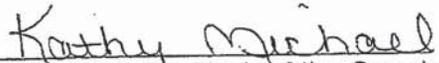
(2)

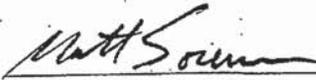
BE IT FURTHER RESOLVED, that the County Clerk shall provide a certified copy of this ordinance to the Commission, County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the McLean County Board this 15th day of February, 2011.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County
Board of McLean County


Matt Sorensen, Chairman of the
County Board of McLean County

Members Bostic/Cavallini moved the County Board approve a Request for Approval of Resolution to Accept a \$90,000 No-Interest Loan from the Public Building Commission of McLean County, Illinois to Fund Improvements to the Courthouse Building - Facilities Management. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report was on pages 93-104.

FINANCE COMMITTEE:

Member Owens, Chairman, presented the following:

An Ordinance Providing that the Indemnity Required
Pursuant to 35 ILCS 200/21-300
Shall be Provided by and through the Tort Liability Fund

WHEREAS, 35 ILCS 200/21-300 (b) provides that, in counties in which a Tort Liability Fund is established, all sums of money received under subsection (a) of Section 21-295 may be deposited in the general fund of the county for general county governmental purposes, if the county board provides by ordinance that the indemnity required by this Section shall be provided by the Tort Liability Fund; and,

WHEREAS, The County Board of McLean County, pursuant to the authority granted under 745 ILCS 10/9-107 has voted to establish a levy sufficient to pay the expenses authorized by 745 ILCS 10/9-107 for tort liability and other legal expenses; and,

WHEREAS, The Collectors Indemnity Fund established under 35 ILCS 200/21 has a current balance of \$300,000.00; and,

WHEREAS, There is no evidence that a claim against the Collectors Indemnity Fund has been recorded; and,

WHEREAS, The County Risk Management Program funded by the Tort Liability fund provides sufficient coverage to pay claims that might be brought against the County Collector under the provisions of 35 ILCS 200/21; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session on Tuesday, December 21, 2010, as follows:

- 1) Pursuant to the authority granted under 35 ILCS 200/21-300, effective immediately, all sums of money received under subsection (a) of 35 ILCS 200/21-295 shall be deposited in the General Fund of the County and be available for expenditure for general governmental purposes.
- 2) The McLean County Board hereby repeals and rescinds any previous Ordinance Establishing the Collectors Indemnity Fund.
- 3) That the County Treasurer shall immediately transfer any and all balances in the Collectors Indemnity Fund to the General Fund.
- 4) That all future collections under 35 ILCS 200/21-295 be deposited in the general fund and be available for expenditure for general government purposes.

- 5) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Ordinance to the County Treasurer, the County Administrator and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 21th day of December, 2010.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Members Owens/McIntyre moved the County Board approve a Request for Approval of an Ordinance Providing that the Indemnity Required Pursuant to 35-ILCS 200/21-300 shall be Provided by and through the Tort Liability Fund - County Administrator's Office. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and the Bloomington Election Commission 0048 and,

WHEREAS, the Finance Committee at a special meeting on February 15, 2011, 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 County General Fund 0001 the following appropriation:

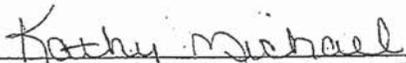
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Full-Time Employees 0001-0048-0053 0503-0001	\$84,844	\$1,917	\$86,761

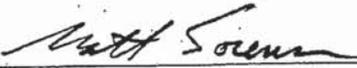
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Owens/Caisley moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances - FY' 2010, Year End Adjustments - County Administrator's Office General Fund 0001 - Bloomington Elections Commission 0048. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: Jennifer.ho@mcleancountyl.gov

115 East Washington St, Room 402B, P. O. Box 2400, Bloomington, IL 61702-2400

Memo To: Ben Owens, Chairman
Members, Finance Committee

From: Jen Ho, Risk Manager

Date: January 25, 2011

Subject: Proposed Insurance Program for PY 2011

The proposed renewal of the County's insurance programs for PY 2011 is affirmation that the County's current carriers are the most competitive after reviewing other proposals from different carriers. The cost of the proposed renewal is 0.32% more than costs in PY 2010, totaling \$ 450,301 but remains within the PY 2011 budget. Therefore, the renewal programs as summarized in Attachment A, is presented for your review and approval.

A brief summary of the renewal for each line is as follows:

1). **Property insurance premiums** – Premiums were increased due to: increased construction costs, increased rates for auto physical damage costs for County vehicles while stored, and for contractor's equipment.

2). **Excess Liability Insurance** - the program was marketed to 4 other carriers in addition to the incumbent. The incumbent's competitive quotation allows the County to secure an additional \$ 5,000,000 limit per occurrence limits + retroactive coverage to 1/1/92, as compared to their competitors' quotations for \$ 10,000,000 limits without coverage enhancements.

The ability of the incumbent to remain competitive is due to the excellent loss experience of its member insureds and its long-term relationships with the 3 major financially stable reinsurers backing the program. The presence of multiple reinsurers further increases the financial stability of the program.

3). **Nursing Home Liability Insurance** – CNA remains competitive for renewal. No changes were made.

4). **Excess Workers Compensation Insurance** – Marketed to four carriers for renewal, with the incumbent carrier providing the most competitive quote for a 2-yr policy with split retentions for law enforcement at \$500,000 and another split retention of \$425,000 for non-law enforcement personnel.

5). **Theft and Bond Insurance** – Due to the multi-year policy purchased in 2009; it was not necessary to purchase a fidelity policy. Coverage has been endorsed to provide coverage for newly elected public officials in the 2010 elections.

6). **Brokerage Services** – This is the third year of a 3-year agreement with Arthur J. Gallagher Risk Management Services Inc. (AJG), which includes resources to augment the County's efforts in loss control, safety and risk management.

7). **TPA Services** - This is the second year of a 3-yr engagement with Brentwood Services Administrators, became the County's new TPA effective 1/1/2010, following a RFP selection process approved by the Committee in December 2009. Costs for 2010 reflect the start-up and taking over of old claims.

I will be available at our regular meeting for questions. Meanwhile, please contact me, if you should have questions prior to our meeting. Thank you.

ATTACHMENT A

Risk Management Program PY 2011

A. Coverages	DESCRIPTION	Budget FY 2011	Proposed PY 2011	PY 2010	Change %
1. Property/Inland Marine*/Boiler & Mach Chubb Insurance Co.	\$ 100 Million Blkt limits; Ded-\$ 10,000 Flood/Quake - \$25 M; Ded - \$ 100,000	\$ 60,000	73,348	\$ 61,393	16%
3. Excess Liability :** STATES SELF-INSURED RRG	Limits: \$15 million excess of SIR \$250,000; Occurrence Form + TRIA coverage	200,000	195,269	193,193	1%
4. Nursing Home Liability Insurance*** C.N.A Healthpro.	Limits: \$ 1 M/\$3 occ; \$ 2M excess	145,000	119,181	124,320	-4%
5. Excess Workers Comp. Ins**** Safety National Casualty Corp.	Statutory ;SIR: \$ 425,000/500,000 EL Limits: \$ 1 Million;	37,650	28,503	26,482	7%
6. Theft/Bond Insurance:***** Zurich Insurance Company	Limits: \$ 1,000,000; Ded: \$ 10,000	4,000	0	-	N/A
B. Brokerage Fees*****	Arthur J. Gallagher Risk Management Services Inc. (AJG)	25,000	22,000	22,000	0.00%
C. Claims Administration***** 1). Brentwood Services Inc Champaign, IL	Administration of Workers' Compensation claims.	15,000	12,000	21,457	N/A
Total:		\$ 486,650	\$ 450,301	\$ 448,845	0.32%
	Budget - Proposed	\$ 36,349			

Notes:

Property Insurance - includes TRIA; values adjusted for inflation, rates increased for contractor's equipment, auto physical damage.

Excess Liability - added retroactive coverage to 1/1/92, excluding known acts; includes TRIA

Nursing Home Liability Cover - no carrier/coverage change

Excess Workers Comp - renewal of 2 yr policy; no changes in coverage terms

Theft/Bond Cover - Second year of 3-yr prepaid policy; includes coverage for bonded public officials.

Brokerage - AJG is in third year of 3 year agreement initiated via RFP in 2008.

TPA - second year of 3 yr contract, secured via RFP in 2009; costs in 2010 includes start-up costs

Members Owens/Wollrab moved the County Board approve a Request for Approval of Proposed Insurance Program for Policy Year 2011 - Risk Management. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Segobiano moved the County Board approve a Request for Approval of Collective Bargaining Agreement by and between the McLean County Board and the Laborers' International Union of North America Local #362 - County Administrator's Office. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member McIntyre, Vice-Chairman, presented the following:

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

TO: The Honorable Chairman and Members of the Justice Committee
Mr. Terry Lindberg, County Administrator

FROM: Don R. Everhart, Jr., McLean County Circuit Clerk *DE*

CC: Ms. Hannah Eisner, Civil Assistant State's Attorney
Hon. Elizabeth Robb, Chief Judge

DATE: January 24, 2011

RE: Amendment to agreement with Mid Central Community Action

Attached for your review and consideration is an amendment to an agreement between Mid Central Community Action, Inc. [hereinafter the "MCCA"] and the McLean County Circuit Clerk's office. The agreement, initiated in 1995 and renewed annually thereafter, is included for your review. On page 2 of the agreement provision is provided for amendment. Ms. Hannah Eisner, Civil Assistant State's Attorney, reviewed the agreement and attached amendment.

MCCA through its Countering Domestic Violence Program staff [hereinafter the "CDV"] assists individuals seeking Orders of Protection. The Illinois Domestic Violence Act of 1986 provides for Orders of Protection. Section 201 of 750 ILCS 60/ addresses persons protected by the Act. A copy is included for your review.

The services provided by CDV, as delineated in the agreement, are important and helpful; however, reductions in recent past and current Circuit Clerk's FY budgets necessitate a reduction in the annual payment to MCCA for FY 2011 - from \$10,000 to \$9,600. From my conversations with the Director of CDV Programs MCCA is expecting to receive the amendment for signing.

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

FAMILIES

(750 ILCS 60/) Illinois Domestic Violence Act of 1986.

(750 ILCS 60/Art. II heading)

ARTICLE II
ORDERS OF PROTECTION

750 ILCS 60/201) (from Ch. 40, par. 2312-1)

Sec. 201. Persons protected by this Act.

(a) The following persons are protected by this Act:

(i) any person abused by a family or household member

(ii) any high-risk adult with disabilities who is abused, neglected, or exploited by a family or household member

(iii) any minor child or dependent adult in the care of such person; and

(iv) any person residing or employed at a private home or public shelter which is housing an abused family or household member

(b) A petition for an order of protection may be filed only: (i) by a person who has been abused by a family or household member or by any person on behalf of a minor child or an adult who has been abused by a family or household member and who, because of age, health, disability, or inaccessibility, cannot file the petition, or (ii) by any person on behalf of a high-risk adult with disabilities who has been abused, neglected, or exploited by a family or household member. However, any petition properly filed under this Act may seek protection for any additional persons protected by this Act.

(Source: P.A. 86-542; 87-1186.)

ADMENDMENT

Due to recent-past and current FY 2011 budget cuts for the Office of McLean County Circuit Clerk, the agreement between Mid Central Community Action, Inc. and the McLean County Circuit Clerk's Office (originated in 1995 and renewed annually thereafter) is hereby amended as follows.

For FY 2011, the total annual payment to Mid Central Community Action for services performed per agreement will be reduced from \$10,000 to \$9600.

MID CENTRAL COMMUNITY ACTION, INC.

By: _____

Date: _____

Its _____

MCLEAN COUNTY CIRCUIT CLERK

By: _____

Date: _____

COUNTY OF MCLEAN

By: _____

Date: _____

County Board Chairman

ATTEST:

McLean County Clerk

Auditor #69987

12/31/95
Continued

AGREEMENT BETWEEN MID CENTRAL COMMUNITY ACTION, INC.
AND THE CIRCUIT CLERK'S OFFICE, MCLEAN COUNTY,
FOR THE PERIOD JANUARY 1, 1995 THROUGH DECEMBER 31, 1995

Mid Central Community Action, Inc., through its Countering Domestic Violence Program staff, agrees to provide the following services:

- 1) accept referrals from the Circuit Clerk's Office of individuals who are requesting information concerning application to the courts for an Order of Protection,
- 2) provide information and/or aid to an individual concerning filing a request for an Order of Protection,
- 3) provide a minimum of one supervised trained staff member to accompany an individual, when requested by that individual, to the Circuit Clerk's Office or to a courtroom where a judge will be hearing that person's request for an Order of Protection; and, when financially feasible, provide a minimum of two supervised trained staff members, interns, or volunteers to perform same,
- 4) work cooperatively with the Circuit Clerk's Office to provide adequate and efficient information and personal help to those individuals claiming redress through the court system under the State of Illinois Domestic Violence Act,
- 5) provide the above services Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. except when the Circuit Clerk's Office is closed to the public or when an illness or emergency makes such coverage impossible,
- 6) maintain its current operations and office location in the McLean County State's Attorneys Office,
- 7) be an independent contractor for all purposes, solely responsible for its employees, agents and assigns and for the results to be obtained and not subject to the control or supervision of the Circuit Clerk in so far as the manner and means of performing the services of this contract and shall save and hold the Circuit Clerk's Office (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with the performance of services or services to be performed under this Contract and shall indemnify the Circuit Clerk's Office for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it on its behalf or on behalf of its agents and employees, whether or not by or through insurance.

PAID

JAN 07 2010

1/5/10

2010

\$ 5,000 -

cc

Agreement Between Mid Central Community Action,
the Circuit Clerk's Office, McLean County

Page Two

- 8) provide a written monthly report to the McLean County Board Justice Committee, McLean County Administrator and Circuit Clerk no later than six working days after the first of the month detailing the number of persons served for the preceding month. The report shall be categorized as follows:

- a) New clients served where cases are filed
- b) Continuing clients served (where interim or plenary Orders of Protection have been filed)
- c) Information service only (no case filed)
- d) Continue to provide the same reporting format practice as previously established during the 1994 contract period.

All clients shall be identified by Court file number. Hours devoted to each client shall also be reported.

The Circuit Clerk's Office agrees to the following:

- 1) work cooperatively with the Mid Central Community Action, Inc. Countering Domestic Violence staff to provide adequate and efficient services to individuals applying for Orders of Protection,
- 2) provide the necessary papers and/or information guides ordinarily available to the public through the Circuit Clerk's Office about the State of Illinois Domestic Violence Act,
- 3) provide Mid Central Community Action, Fiscal Office, 923 East Grove Street, Bloomington, IL 61701, with payment of a total of \$10,000 to be paid in two payments of \$5000 on or before the fifth working day of January 1995 and June 1995.

PAID

JAN 07 2010

This contract may be amended in writing and signed by the parties.

If this agreement should prove unsatisfactory to either the Circuit Clerk's Office or Mid Central Community Action, Inc. for whatever reason, either party may provide 30 days written notice that the agreement be canceled and services stopped. Payment for services would be prorated through the final day of service.

This Agreement shall be automatically renewed without further action on an annual basis unless notice of non-renewal is given at least ten days prior to the end of the County of McLean's fiscal year. The choice of non-renewal of this contract is independent of and in addition to the cancellation option provided in the paragraph above. Mid Central Community Action, the McLean County Circuit Clerk, or the County of McLean may choose not to renew the contract without reason or explanation.

Agreement Between Mid Central Community Action,
the Circuit Clerk's Office, McLean County
Page Three

MID CENTRAL COMMUNITY ACTION, INC.

COUNTY OF MCLEAN

By:

Carol A. Reiter
Its *Executive Director/CEO*

By:

Ray Clark
County Board Chairman

MCLEAN COUNTY CIRCUIT CLERK

ATTEST:

By:

Dandra K. Parker

Jeanette Smith
McLean County Clerk

PAID

JAN 07 2010

Members McIntyre/Hoselton moved the County Board approve a Request for Approval of an Amendment to the Agreement between Mid-Central Community Action, Inc. and the McLean County Circuit Clerk's Office - Circuit Clerk's Office. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice-Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and the Circuit Court 0016 and,

WHEREAS, the Justice Committee at a special meeting on February 15, 2011, 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 County General Fund 0001 the following appropriation:

	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Child Protection Data Col. Rev. 0001-0016-0016 0404-0088	\$0	\$8,711	\$8,711
Seasonal/Occasional Employees 0001-0016-0016 0516-0001	\$0	\$8,711	\$8,711
Special Defender Expense 0001-0016-0016 722-0001	\$14,000	\$22,750	\$36,750
Lab Tests/Paternity 0001-0016-0016 0723-0002	\$11,000	\$5,100	\$16,100
Juror Expense 0001-0016-0016 0727-0001	\$125,000	\$27,300	\$152,300
Juror Meals 0001-0016-0016 0727-0002	\$21,000	\$11,600	\$32,600
Juror Parking 0001-0016-0016 0727-0003	\$21,000	\$3,600	\$24,600

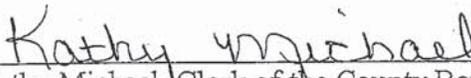
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Non-Contractual Services 0001-0016-0016 0773-0001	\$4,500	\$15,100	\$19,600

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

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and the State's Attorney's Office 0020 and,

WHEREAS, the Justice Committee at a special meeting on February 15, 2011, 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 County General Fund 0001 the following appropriation:

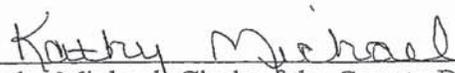
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Non-Contractual Services 0001-0020-0020 0773-0001	\$700	\$75,000	\$75,700

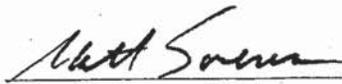
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and State's Attorney.

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

AN EMERGENCY APPROPRIATION Ordinance.
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and the Public Defender's Office 0021 and,

WHEREAS, the Justice Committee at a special meeting on February 15, 2011, 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 County General Fund 0001 the following appropriation:

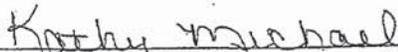
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Full-time Employee 0001-0021-0023 0503-0001	\$1,183,568	\$25,905	\$1,209,473
Psychiatric/Psycho. Exp. 0001-0021-0023 0723-0001	\$39,326	\$30,925	\$70,251
Transcript Exp. 0001-0021-0023 0728-0001	\$6,734	\$6,800	\$13,534

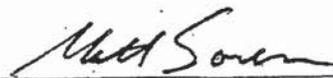
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and the Public Defender.

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:


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


Matt Sprensen, Chairman
McLean County Board

Members McIntyre/Segobiano moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances - FY'2010, Year End Adjustments - County Administrator's Office.

- (1) General Fund 0001- Circuit Court 0016
- (2) General Fund 0001 - State's Attorney 0020
- (3) General Fund 0001 - Public Defender 0023

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice-Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance
Multi-DV Fund 0160, States Attorney Department 0020

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2010 adopted budget for the States Attorney's Office; and,

WHEREAS, the States Attorney's Office has been awarded a grant in the amount of \$76,386.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for 1.6 FTE Assistant States Attorneys to provide multidisciplinary domestic violence services; and,

WHEREAS, the funding period runs from September 1, 2010 through August 31, 2011; and,

WHEREAS, the Justice Committee, at a special meeting on Tuesday, February 15, 2011, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2010 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add to the appropriated budget of the Multi-DV Fund 0160, States Attorneys Office Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Multidisciplinary DV Grant 0160-0020-0020-0407.0078	\$ 50,924.00	\$ 21,700.0	\$ 72,624.00
Full-time Employees 0160-0020-0020-0503.0001	\$ 36,012.00	\$ 16,000.00	\$ 52,012.00
IMRF 0160-0020-0020-0599.0001	\$ 3,340.00	\$ 1,500.00	\$ 4,840.00
Social Security Contribution (F.I.C.A.) 0160-0020-0020-0599.0003	\$ 2,755.00	\$ 1,500.00	\$ 4,255.00
Purchase Furn/Off Equip. 0160-0020-0020-0832.001	\$ 0.00	\$ 1,500.00	\$ 1,500.00

(2)

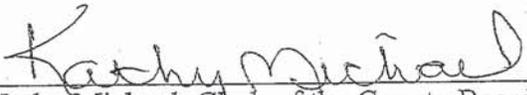
Purchase Computer Equip.				
0160-0020-0020-0833.0002	\$	0.00	\$ 1,200.00	\$ 1,200.00

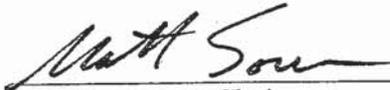
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the States Attorney.

ADOPTED by the County Board of McLean County this 15th day of February, 2011:

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

e:john/statty_multidv.feb11

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance
Multi-DV Fund 0160, Court Services Department 0022**

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2010 adopted budget for the Court Services Department; and,

WHEREAS, the Court Services Department has been awarded a grant in the amount of \$52,370.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a Project coordinator and two (2) Probation Officers to provide multidisciplinary domestic violence services; and,

WHEREAS, the funding period runs from September 1, 2010 through August 31, 2011; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, February 1, 2011, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2010 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add to the appropriated budget of the Multi-DV Fund 0160, Court Services Department 0022 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Multidisciplinary DV Grant 0160-0022-0024-0407.0078	\$ 52,370.00	\$ 16,400.00	\$ 68,770.00
Full-time Employees 0160-0022-0024-0503.0001	\$ 22,750.00	\$ 14,000.00	\$ 36,750.00
IMRF 0160-0022-0024-0599.0001	\$ 2,070.00	\$ 1,200.00	\$ 3,270.00
Social Security Contribution (F.I.C.A.) 0160-0022-0024-0599.0003	\$ 1,740.00	\$ 1,200.00	\$ 2,940.00

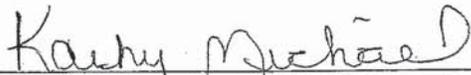
(2)

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

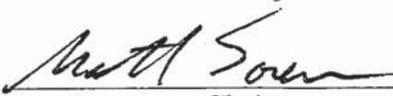
ADOPTED by the County Board of McLean County this 15th day of February, 2011.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

e:john/cobcs_multidv.feb11

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2010
 Combined Annual Appropriation and Budget Ordinance
 Multi-DV Fund 0160, Sheriff's Department 0029

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2010 adopted budget for the Sheriff's Department; and,

WHEREAS, the Sheriff's Department has been awarded a grant in the amount of \$134,021.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a deputy sheriff and to fund the costs to contract for 2.5 law enforcement advocates to provide multidisciplinary domestic violence services; and,

WHEREAS, the funding period runs from September 1, 2010 through August 31, 2011; and,

WHEREAS, the Justice Committee, at a special meeting on February 15, 2011, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2010 adopted budget; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Multidisciplinary DV Grant 0160-0029-0029-0407.0078	\$ 89,347.00	\$ 43,000.00	\$ 132,347.00
Full-Time Employee Salaries 0160-0029-0029-0503.0001	\$ 32,807.00	\$ 20,000.00	\$ 52,807.00
Overtime Pay 0160-0029-0029-0526.0001	\$ 2,100.00	\$ 5,000.00	\$ 7,100.00

(2)

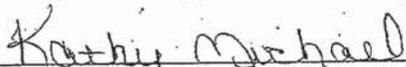
Holiday Pay				
0160-0029-0029-0526.0002	\$ 630.00	\$ 1,000.00	\$	1,630.00
Social Security Contribution (F.I.C.A.)				
0160-0029-0029-0599.0003	\$ 2,719.00	\$ 2,000.00	\$	4,719.00
Contractual Services				
0160-0029-0029-0706.0001	\$ 39,391.00	\$ 15,000.00	\$	54,391.00

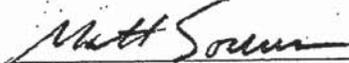
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff.

ADOPTED by the County Board of McLean County this 15th day of February, 2011.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

e:john/cobdsheer_multidv.feb11

Members McIntyre/Cavallini moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances - FY'2010, Year End Adjustments - County Administrator's Office.

- (1) Multi-DV Fund 0160 - State's Attorney 0020
- (2) Multi-DV Fund 0160 - Court Services 0022
- (3) Multi-DV Fund 0160 - Sheriff's Department 0029

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice-Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Law Library Fund 0506 and the Circuit Court 0016 and,

WHEREAS, the Justice Committee at a special meeting on February 15, 2011, 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 County General Fund 0001 the following appropriation:

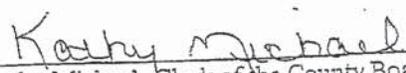
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Unappropriated Fund Balance 0506-0016-0015 0400-0000	\$0	\$16,650	\$16,650
Books/Videos/Publications 0506-0016-0015 0612-0001	\$51,000	\$16,650	\$67,650

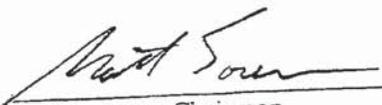
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the McLean County Board the 15th day of February 2011.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members McIntyre/Black moved the County Board approve a Request for Approval of Emergency Appropriation Ordinances - FY'2010, Year End Adjustments - County Administrator's Office.

(1) Law Library Fund 0506 - Circuit Court 0016

Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

Report of the County Administrator:

Mr. Lindberg stated the following: I want to thank all the Members for being prompt and efficient in all the stand-ups we had to have this morning as a result of the snow cancelling our regular Finance Committee, Justice Committee, and Transportation Committee meetings last week. Again, I thank all the employees, department heads, and elected officials for working so well together to create a smooth storm experience. Mr. Lindberg also stated: immediately following this meeting, we will have a new-member orientation in room 404.

Other Business and Communication:

Member Segobiano stated the following: I would move the board direct the Chairman to send a letter of congratulations to Kinsley Junior High who won the 8th Grade State Basketball Championship and to Holy Trinity who won the 7th Grade State Basketball Championship. I think our rules allow that the Board can authorize the Chairman to send a letter of congratulations instead of bring the young people in here out of school. Motion made by Segobiano/Owens. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

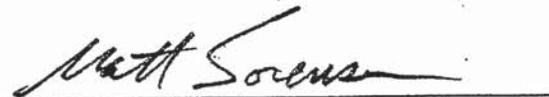
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 15, 2011

2011 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$459,799.38	\$459,799.38
Finance		\$1,335,085.82	\$1,335,085.82
Human Services		\$307,834.11	\$307,834.11
Justice		\$1,122,664.96	\$1,122,664.96
Land Use		\$10,014.29	\$10,014.29
Property		\$312,594.26	\$312,594.26
Transportation		\$855,815.60	\$855,815.60
Health Board		\$202,376.59	\$202,376.59
Disability Board		\$43,316.00	\$43,316.00
T. B. Board		\$6,293.26	\$6,293.26
Total	\$0.00	\$4,655,794.27	\$4,655,794.27


Matt Sorensen, Chairman
McLean County Board

Members Cavallini/Caisley moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Acting-Clerk Nelson shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until March 15, 2011 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:48 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 15th day of February, 2011, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of March, 2011.

Kathy Michael
Kathy Michael
McLean County Clerk