

**Proceedings
of the
County Board
of
McLean County,
Illinois**

April 16, 2002



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April 16, 2002

The McLean County Board met on Tuesday, April 16, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Gordon and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Jack Pokorney, Tari Renner, Ray Rodman, and Michael Sweeney.

Chairman Sweeney stated today is Student Government Day. He introduced Ben Ritter who is going to be taking over some of the duties of Chairman. He stated Ben is an 8th Grader from Tri-Valley Middle School. Chairman Sweeney said there are 38 students from nine schools participating in Student Government Day. He continued there are five professors that sit on the County Board, Mr. Gordon, Mr. Renner, Mr. Bass, Mr. Arnold, and Mr. Pokorney. Chairman Sweeney further stated the State's Attorney and the County Clerk had students with them today and as they go through the proceedings the students will be participating not only up on the podium but also with the Members of the County Board.

Proceedings of March Meeting:

The Proceedings of the March 19, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Owens/Kinzinger moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney stated on pages 3, 4, and 5, where the three-year terms are listed as 2002 they should all be 2005 so when there is a motion for the Consent Agenda it needs to be noted those corrections will be made at that time. Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. Member Selzer stated Item B-1-1 the first Zoning Case for the Spencer property should be removed.

The Amended Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

RESOLUTIONS:

- a) Request for Approval of a Resolution for Award of County Maintenance

B. Building & Zoning – Phil Dick, Director

1) Zoning Case:

Removed
1) Deny the application of Jim Spencer in case 02-09-S. He is requesting a special use to allow a single family residence in the Agriculture District on land unsuitable for farming with a waiver of the one per 40 acre requirement on property which is located in White Oak Township immediately south of Road 2100N and ½ mile east of Road 825E.

2) Grant the application of Richard and Shawn Masters in case 02-13-S. They are requesting to amend the legal description of special use case 91-26-S that was approved for a single family residence in the Agriculture District to allow the single family residential use to be on a different property than originally approved on property which is located in Old Town Township immediately north of Road 950N and approximately ¼ mile east of Road 2000E.

3) Grant the application of Prairie Cities Soccer League in case 02-14-S. They are requesting a special use to allow the expansion of a park and recreation area/athletic field in the Agriculture District with a waiver of the paved parking requirement on the non-handicap parking area on property which is located in Old Town Township immediately north of Ireland Grove Road and approximately ½ mile west of Towanda Barnes Road.

2) Subdivision Case:

1) Approve the application of Mary, Mark, Brenda and Gary Thompson in case S-02-03. They are requesting a waiver of preliminary plan requirements and a two lot final subdivision plat for the Thompson Subdivision on property which is located in Dale Township in the unincorporated Town of Covell immediately southwest of the intersection of Palmer and Covell Front Streets

C. Transfer Ordinances

D. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- a) Request for Approval of Bid for the Printing of the County Board District Map

Finance Committee

- a) Request for Approval of a Lease Agreement and Copy Service Agreement with IKON Office Solutions for Copier Procurement for the County Clerk's Office

Justice Committee

- a) Request for Approval of a Lease Agreement and Copy Service with IKON Office Solutions for Copier Procurement for Public Defender's Office, Coroner's Office and MetCom (See information on pages 25-33)

E. Chairman's Appointments with the Advice and Consent of the County Board:

- a) REAPPOINTMENTS:

Bellflower Fire Protection District:

Mr. John M. Scott
P.O. Box 203
Bellflower, Illinois 61724
Reappointed to a Three Year Term
to Expire on April 30, 2005

Chenoa Fire Protection District:

Mr. Richard Piercy
503 Spruce Street
Chenoa, Illinois 61726
Reappointed to a Three Year Term
to Expire on April 30, 2005

Danvers Fire Protection District:

Mr. Greg Yoder
8292 East 1650 North
Bloomington, Illinois 61704
Reappointed to a Three Year Term
to Expire on April 30, 2002 2005

Downs Fire Protection District

Mr. Charles West
108 East Garfield
P.O. Box 166
Downs, Illinois 61736
Reappointed to a Three Year Term
to Expire on April 30, 2002 2005

Ellsworth Fire Protection District

Mr. Mike Beal

R.R. 1

Ellsworth, Illinois 61737

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Gridley Fire Protection District:

Mr. Loren T. Hany

212 West First Street

Gridley, Illinois 61744

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Hudson Fire Protection District

Mr. Charles Engel

Rural Route 1, Box 100

Hudson, Illinois 61748

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

LeRoy Fire Protection District:

Mr. Ken Reeser

R.R. 2, Box 152

LeRoy, Illinois 61752

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Lexington Fire Protection District:

Mr. Darrell D. Luster

307 North Pine

Lexington, Illinois 61753

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Mr. Hope-Funks Grove Fire Protection District:

Mr. J. Michael Strubhar

4340 East 600 North Road

McLean, Illinois 61754

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Octavia Fire Protection District:

Mr. Lee Klintworth

P.O. Box 94

Anchor, Illinois 61720

Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Randolph Fire Protection District:
Mr. William M. Davis
Box 170
Heyworth, Illinois 61745
Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Saybrook-Arrowsmith Fire Protection District:
Ms. Marla Jones
37836 East 1100 North Road
Saybrook, Illinois 61770
Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

Towanda Fire Protection District:
Mr. Phil Richard
Rural Route 1
Towanda, Illinois 61776
Reappointed to a Three Year Term
to Expire on April 30, ~~2002~~ 2005

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

- 1) Request for Approval of Resolution Naming Student Government Day, Tuesday, April 16, 2002, In Honor of Senator John W. Maitland, Jr.
- 2) Request for Approval of Resolutions of Congratulations:
 - a) Bloomington Junior High School Boys' Basketball Team
 - b) Central Catholic High School Boys' Basketball Team
 - c) Chiddix Junior High School Girls' Volleyball Team
- 3) Request for Approval of a Resolution Recognizing National County Government Week
- 4) Request for Approval of a Resolution in Recognition of the Month of May as National Community Action Month
- 5) Request for Approval of a Resolution in Support of an Illinois Main Street Certification for the City of Bloomington Downtown

6.014

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY MAINTENANCE**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 2, 2002, for a letting held on March 28, 2002 for McLean County, and,

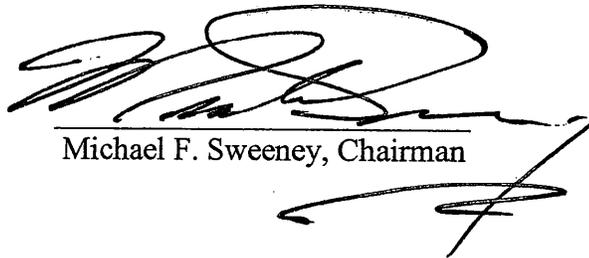
WHEREAS, the Transportation Committee duly approved the bids on April 2, 2002, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following material:

2002 NON-MFT SECTIONS

Contech Construction Products, Inc., Metamora, Illinois, was the successful bidder on the following section:

McLean CountySec. 2002 NON-MFT PVC Storm Sewer @ \$22,794.00


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 16, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16 day of April, A.D., 2002

[SEAL]


County Clerk

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Richard and Shawn Masters in case 02-13-S. They are requesting to amend the legal description of special use case 91-26-S that was approved for a single family residence in the Agriculture District to allow the single family residential use to be on a different property than originally approved, and to allow the addition of an additional two acres in the future on property which is part of Section 28, Township 23N, Range 3E of the 3rd Principal Meridian and is located in Old Town Township immediately north of Road 950N and approximately ¼ mile east of Road 2000E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 19, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 5.6 acre property includes a residence that was approved by special use in case 91-26-S. The property has 423 feet of frontage on the north side of Road 950N, an oil and chip road 18 feet in width. The applicant proposes to add an additional 152 feet in the future. The property is hilly and drains to the east.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The surrounding land is used as pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) – No LESA was required since the residential use has already been established.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant proposes to amend the legal description of special use case 91-26-S that was approved for a single family dwelling in the A-Agriculture District on land undesirable for farming purposes. The applicant proposes to adjust the property lines so that the house is centered on the property. The applicant proposes to add an additional 152 feet of width in the future. This amendment will have very little impact on adjacent properties.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. Nearby property that is currently in crop production will continue to be desirable for such.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. Nearby land that is suitable for crop production will continue to be suitable for such.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The dwelling is served by private well and septic system approved by the McLean County Health Department. However, the septic system is undersized to the extent that the Health Department requested that a letter should be sent by the applicants to the Health Department indicating that they understand this limitation. The property has 423 feet of frontage on the north side of Road 950N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The applicant has obtained an entrance permit from the Old Town Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance for amending a residential special use in the A-Agriculture District, provided a letter is sent to the County Health Department by the applicants indicating that they understand the septic system on the property is undersized and that they understand this limitation.

Therefore this Board recommends that the amended special use be approved on the property described above to allow the single family residential use to be on a different property than originally approved, and to allow the addition of an additional two acres to this property in the future.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend approval, none opposed and Members Rudolph and Elble were absent.

Respectfully submitted this 19th day of March 2002, McLean County Zoning Board of Appeals


Acting Chair

James Finnigan, Acting Chair
Richard Dean
David Kinsella
Jerry Hoffman
Michael Kuritz

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the Prairie Cities Soccer League in case 02-14-S. They are requesting a special use to allow the expansion of a park and recreation area/athletic field in the Agriculture District, with a waiver of the paved parking requirement to allow asphalt millings with a granular base on the non-handicap parking area, on property which is part of Section 7, Township 23N, Range 3E of the 3rd Principal Meridian and is located in Old Town Township immediately north of Ireland Grove Road and approximately ½ mile west of Towanda Barnes Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 2, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 63 acre property includes a soccer field complex that was started in 1993, consists of 18 completed soccer fields and two still to be developed, a detention basin, a storage building, portable toilets and a granular base for the parking area. Part of the granular based parking area is covered by asphalt millings. The property has 60 feet of frontage on the north side of Ireland Grove Road, an asphalt road 63 feet in width. The property is relatively flat and drains to the west.

SURROUNDING ZONING AND LAND USES - The land on all sides is in the A-Agriculture District. The land to the north and west is used by the Central Illinois Regional Airport for runways. The land to the east and south is in crop production.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant proposes to expand its park and recreation use on this site over the next 10 years. The expansion includes an equipment and maintenance building, picnic shelters, pathways, handicap parking, trees, concession stand, locker rooms/shelter/restrooms, playground areas and parking improvements according to a 10 year phasing plan.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. Nearby property that is currently in crop production will continue to be desirable for such. The airport and its nearby runways will not be affected and will continue to function well together.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. Nearby land that is suitable for crop

production will continue to be suitable for such. The nearby airport property will continue to be developed by the Bloomington-Normal Airport Authority. The tree types and buildings and colors of the structures will all be approved by the Airport Authority.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The property has 60 feet of frontage on the north side of Ireland Grove Road. When complete, public water and sewer will serve the facilities at the site; non-handicapped parking will have an 8-inch granular base with a 2-inch asphalt chip cover; and handicap parking will be paved and striped with each space having a width of 16 feet and a length of 20 feet. The handicap parking will be completed in three years - one handicap parking area will be complete in the year 2003. The pathways will be composed of asphalt when completed.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The existing entrance is adequate.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District if a waiver on paving regulations for non-handicap parking is approved.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, with the following conditions: 1) one handicap parking area shall be completely installed in the year 2003 - the remainder of the handicap parking shall be completed by August 1, 2005, and 2) the remainder of the parking shall be completed with asphalt millings by August 1, 2011.

Therefore this Board recommends that a special use be approved on the property described above to allow the expansion of the park and recreation area/athletic field in the Agriculture District according to their 10 year development plan, with a waiver on the paved parking requirement to allow asphalt millings to be used on the parking spaces that are not for handicap parking, provided the above conditions are attached to this approval.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend approval, none opposed and Members Rudolph and Kinsella were absent.

Respectfully submitted this 2nd day of April 2002, McLean County Zoning Board of Appeals

Joe Elble

Acting Chair

Joe Elble, Acting Chair
James Finnigan
Richard Dean
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT
Thompson Subdivision, File S-02-03

WHEREAS, Mary, Mark, Brenda and Gary Thompson have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Thompson Subdivision, file number S-02-03, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Mary, Mark, Brenda and Gary Thompson have subdivided this property into two lots in order to allow it to be developed for two residences; 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

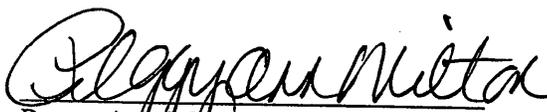
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

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

Adopted by the County Board of McLean County, Illinois this 23rd day of April, 2002

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-03

1. REFERENCE

- a. Meeting date: April 4, 2002
- b. Subdividers' names: Mary, Mark, Brenda and Gary Thompson

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: In the unincorporated Town of Covell immediately southwest of the intersection of Palmer and Covell Front Streets
- b. Township: Dale Township
- c. Parcel Number: (10) 20-21-105-001
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Thompson Subdivision
- f. Existing land use: Single family residence
- g. Surrounding land use: Single family residences are located to the north and east. The land to the south and west is in crop production.

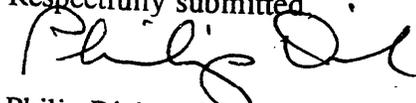
3. DIMENSIONS:

- a. Size of Parcels: Each of the two lots is 1.88 acres in area - this property had been platted in the Original Town of Covell Plat as 10 lots in one block with streets and alleys that have been vacated (see attached block 16 of Town of Covell plat)
- b. Road Dedication: Both proposed lots have 213 feet of frontage along Palmer Street. Palmer Street has 66 feet of right-of-way.

The applicant is requesting a waiver of the Preliminary Plan requirement and the staff is recommending that the request be approved. A single family residence formerly located on the property has been removed. A detached garage is still located on the property. Part of the property is used for crop production and part of it is in grass near the detached garage.

The County Highway Department has signed off on the proposed waiver and subdivision. The Dale Township Road Commissioner has signed the necessary plat access certificate for future access to Palmer Street.

Respectfully submitted


Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

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

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

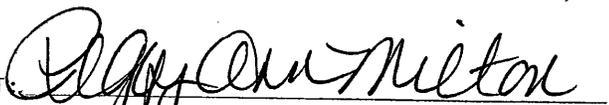
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
	Metro Communication Ctr.				
	FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR.				
	PGM 0090 METRO COMMUNICATION				
0750 0005	SOFTWARE MAINT. CONTRACTS	7,600.00			
				0833 0002	PURCHASE/COMPUTER EQUIP. 7,600.00-
		7,600.00			7,600.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 16TH DAY OF APRIL , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 10, 2002

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

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the bid received from Original Smith Printing in the amount of \$3,274.85 for printing of 5,000 County Board district maps. Original Smith Printing submitted the low bid in conformance with the bid specifications.

Funding for the printing of the County Board district maps has been appropriated in the fiscal year 2002 departmental budget of the County Board.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District #6
George W. Gordon
David W. Setzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

Bid Sheet:

Name of Firm: Original Smith Printing
Address: 2 Hardman Dr.
City, State, Zip: Bloomington, IL 61701-0123
Phone Number: 663-0325
FAX Number: 662-6566

Bid:

Complete printing, folding, boxes, and delivery to the Office of the County Administrator of the new 2002 McLean County Board District Map as follows:

For 1,000 copies: \$ 2463.40

For 2,500 copies: \$ 2801.68

For 5,000 copies: \$ 3274.85

Angie Schmidt
Signature of Bidder

Sales Representative
Title

3/22/02
Date

Bid Sheet:

Name of Firm: Edward Hine Company

Address: 201 Morton Street

City, State, Zip: Peoria, IL 61603

Phone Number: 309-671-5500

FAX Number: 309-671-5528

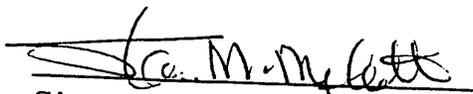
Bid:

Complete printing, folding, boxes, and delivery to the Office of the County Administrator of the new 2002 McLean County Board District Map as follows:

For 1,000 copies: \$ 2,850.00

For 2,500 copies: \$ 3,335.00

For 5,000 copies: \$ 4,000.00


Signature of Bidder

VP Sales & Marketing
Title

4-01-02
Date

Bid: **McLean County Board District Map**
Bid Opening: **April 3, 2002 at 2:00 p.m.**
Location: **Room 703 of the Law and Justice Center**

McLean County
Staff Present
at the Bid Opening:

Mr. John Zeunik, County Administrator; Mrs. Carmen I. Zielinski,
Administrator's Office

Members of the
Public present
at the Bid Opening:

Mr. Dick Anderson, Sales Representative for Edward Hine Company.

Mr. Zeunik stated for the record that two bids were received for the McLean County Board District Map bid. Both bids were received in a timely manner prior to the due date. Bids will be opened by the order they were received.

First bid from Original Smith Printing was received at the Administrator's Office on March 26, 2002.

Original Smith Printing's bid:

Quantity	1,000	2,500	5,000
Price	\$2,463.40	\$2,801.68	\$3,274.85

Original Smith Printing presented a fully executed bid.

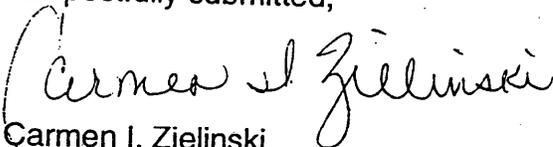
Second bid from Edward Hine Company was received at the Administrator's Office on April 2, 2002.

Edward Hine Company's bid:

Quantity	1,000	2,500	5,000
Price	\$2,850.00	\$3,335.00	\$4,000.00

Edward Hine Company presented a fully executed bid.

Respectfully submitted,


Carmen I. Zielinski
Recording Secretary



OFFICE OF THE ADMINISTRATOR
 (309) 888-5110 FAX (309) 888-5111
 104 W. Front, Room 701 P.O. Box 2400

Bloomington, Illinois 61702-2400

April 4, 2002

Memo to: The Honorable Chairman and Members of the Executive Committee
 From: John M. Zeunik *John M. Zeunik*
 Re: McLean County Board District Map

For your information and review, I have attached copies of the two bids received for the printing of the County Board District Map. In accordance with Board policy, a formal Request for Proposal was prepared and mailed to qualified commercial printers in the County. An advertisement for bid was placed in *The Pantagraph*. Consistent with the bid specifications, a mandatory pre-bid conference was held on March 20, 2002. On April 3, 2002, the two bids received were opened, read and presented for review by all in attendance.

The two bids meet the specifications stated in the Request for Proposal. After reviewing the two bids, I am respectfully recommending that the bid for printing 5,000 McLean County Board District Maps be awarded to Original Smith Printing, Two Hardman Drive, Bloomington, Illinois.

<u>Name of Bidder</u>	<u>1,000</u>	<u>2,000</u>	<u>5,000</u>
Original Smith Printing	\$2,463.40	\$2,801.68	\$3,274.85
Unit Cost	\$ 2.46340	\$ 1.40084	\$ 0.65497
Edward Hine Company	\$2,850.00	\$3,335.00	\$4,000.00
Unit Cost	\$ 2.85000	\$ 1.66750	\$ 0.80000

Funds for this contract have been budgeted in the Board's FY'2002 departmental budget.

Should you have any questions concerning this, please call me at 888-5110.

Thank you.

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MAINTENANCE PROVISIONS FOR PURCHASED EQUIPMENT:

All purchase prices shown in this NOA include delivery, installation, training of key operators and initial start-up supplies which includes: toner, developer, fuser and staples but not paper. Start-up supplies are defined as those supplies which are needed to operate the machine for one month at the median volume.

The photocopy equipment pricing on this Notice of Award shows a cost for the purchase of the equipment. In addition, it also shows a maintenance cost (which will either be shown as a cost per copy for the median volume or it will show the total cost per month for the median volume) and an "overage cost per copy." The cost per copy charges include the cost of supplies (toner, developer and fuser), full coverage maintenance, all service calls and replacement of all defective worn parts including drums. After the initial start-up, staples must be purchased separately but are listed under each photocopier line item (In rare cases some of the vendors have agreed to furnish staples, at no additional charge. If this is the case, it will be stated as such under the copy machine description).

The Digital Photocopy Equipment contract requires the agency upon purchase of the copier to pay for the number of copies shown as the median volume each month for each category. If more copies are made over the median volume, the overage charge for copies made over this median volume is shown and the agency is responsible for paying in arrears on either a monthly, quarterly or yearly basis. The cost per copy charges are to be considered the maintenance/service contract for the equipment; therefore, these charges must be contracted for separately. No further competitive bidding is required for maintenance/service for the equipment that is purchased from this Notice of Award. The NOA provides you with these costs for your information and convenience so that separate contracts can be established.

Maintenance/service prices shown shall remain firm for three years following the initial begin date of the State's contract. Maintenance will begin upon installation and acceptance of the equipment by the agency or local governmental unit.

Maintenance prices following the end of that three year period, may not increase more than an average of 5 percent of the base contract price per year for a period of two years. Please note: The cumulative increase from the base contract price shall not exceed 5% after one year and 10% after two years. Three-year maintenance price protection only applies to copiers purchased from this Notice of Award. The contracted vendors have guaranteed the ability to maintain this equipment in all aspects for a period of three years.

MAINTENANCE PROVISIONS FOR RENTED EQUIPMENT:

All rental prices shown in this NOA include delivery, installation, training of key operators and initial start-up supplies which includes toner, developer, fuser and staples, but not paper. Start-up supplies are defined as those supplies which are needed to operate the machine for one month at the median volume.

Rental prices (the monthly charge and per copy charges) shall remain firm throughout the rental period. This shall apply to all rental agreements issued at any time prior to the expiration date of this Notice of Award. The monthly charge is shown in the column titled "unit price."

The Digital Photocopy Equipment Contract requires the agency, upon rental of a copier, to pay for the number of copies shown as the median volume each month for each category. This is the "Monthly Charge." If more copies are made over this median volume, the overage charge for copies made over this median volume is shown and you will pay in arrears on either a monthly, quarterly or yearly basis.

Monthly charges for rentals shall include all supplies (toner, developer and fuser), full coverage maintenance, all service calls, and replacement of all defective worn parts including drums. After the initial start-up, staples must be purchased separately but are listed under each photocopier line item. (In rare cases some of the vendors have agreed to furnish staples, at no additional charge. If this is the case, it will be stated as such under the copy machine description.)

Rental agreements shall be effective on the date of acceptance of the equipment which is the date on which the equipment is installed at the agreed location and the equipment is certified ready for use by the contractor and accepted by the renter as installed and in good working order.

SUPPLY DELIVERY:

Supplies must be furnished to the location designated on the initial copier release order (or OFR) on a periodic basis and will include all shipping and handling as part of the maintenance cost or rental cost. Agencies must take reasonable steps to safeguard supplies from loss or misapplications. The contracted vendors (or their designated authorized dealer) must be able to deliver the entire quantity or four weeks worth of supplies (whichever is less) at one time.

If the vendor fails to comply with this provision, the buyer needs to be contacted.

SERVICE:

1. Each contracted vendor has available sufficient in-state service facilities and qualified personnel representatives to assist in proper application and to resolve technical problems for any location within the State of Illinois.
2. Equipment shall be maintained in accordance with factory published specifications. The contracted vendors have agreed to keep the equipment in good working order and provide on-site maintenance support. In the event of a maintenance issue, the key operator will contact the contracted vendor to describe the problem. If it is determined to be a connection problem, the contracted vendor (or designee) will have one hour to return the telephone call and troubleshoot the problem. If it is determined by either the key operator or the contracted vendor, that an on-site visit is necessary, the contracted vendor will have eight hours to be on-site making repairs. If the contracted vendor fails to comply with this provision, the buyer needs to be contacted.

3. All equipment will be returned to a functional and operational status within 48 hours. If the equipment will take longer than 48 hours to repair, the contracted vendor will provide a loaner/replacement machine which meets or exceeds the specifications of the equipment. All loaner equipment will be placed at no additional cost to the agency.
4. The contracted vendor will be responsible for maintaining a stock of routine replacement parts. Parts replaced under the maintenance or rental agreements, must be identical to the original equipment manufacturer or manufacturer's recommended parts.
5. The contracted vendors are to maintain a written log describing services performed for each call and/or inspection. Any additional charges above the maintenance or rental agreement must be pre-approved by the serviced agency in writing. If any services are not in conformity, the State has the right to require the contracted vendor to perform the services again at no additional charge.
6. Claims for extra work or materials not specifically noted in the maintenance or rental agreement will not be allowed by the State nor shall the contract holder provide any materials or extra work not covered by the agreement without written agreement between the contract holder and the ordering agency.
7. Replacement parts will be available for a minimum of five years from the date of placement of the equipment and execution of the initial maintenance or rental agreement. Repair parts must be stocked at all service locations.

PERFORMANCE GUARANTEE:

In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the user, and the total number of downtime exceeds 10% of the total productive time for three consecutive calendar months, the State reserves the right to require the contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the State. The contractor will be notified in writing and, after such notice, the contractor must remove and replace the defective equipment within ten business days at no cost to the State.

Total productive time will be computed by multiplying 7-1/2 hours per day by the number of working days in the month, excluding weekends and State holidays. The effectiveness level of a copy machine shall be computed by dividing the total productive time by the total available time multiplied by 100. Scheduled preventive maintenance calls neither related to, nor coinciding with repair/breakdown calls, will not be considered downtime. The vendor will fill in the "cause for breakdown." Should it be determined that the cause for the service call to be an operator error or misuse by the State, "down-time" will not be a factor in determining machine performance and the State will determine the facts and try to resolve the situation to the satisfaction of all parties.

5 Year Cost Comparison Digital Photocopiers

ATTACHMENT B

MFR	SPEED	MON	5 YR LE	MAINT	EST MO VOL	MAINT MO	5 YR MAINT	TOTAL COST
Ricoh 700	70 ppm	\$ 281.00	\$ 16,860.00	0.0070	12,000	\$ 84.00	\$ 5,040.00	\$ 21,900.00
Savin 2070	70 ppm	\$ 309.31	\$ 18,558.60	0.0065	12,000	\$ 78.00	\$ 4,680.00	\$ 23,238.60
Ricoh 1035	35 ppm	\$ 129.00	\$ 7,740.00	0.0110	5,000	\$ 55.00	\$ 3,300.00	\$ 11,040.00
Savin 2535	35 ppm	\$ 146.38	\$ 8,782.80	0.0065	5,000	\$ 32.50	\$ 1,950.00	\$ 10,732.80
Ricoh 1045	45 ppm	\$ 154.00	\$ 9,240.00	0.0110	5,000	\$ 55.00	\$ 3,300.00	\$ 12,540.00
Savin 2545	45 ppm	\$ 178.08	\$ 10,684.80	0.0065	5,000	\$ 32.50	\$ 1,950.00	\$ 12,634.80
Ricoh 700	70 ppm	\$ 281.00	\$ 16,860.00	0.0070	15,000	\$ 105.00	\$ 6,300.00	\$ 23,160.00
Savin 2070	70 ppm	\$ 309.31	\$ 18,558.60	0.0065	15,000	\$ 97.50	\$ 5,850.00	\$ 24,408.60
Ricoh 1035	35 ppm	\$ 129.00	\$ 7,740.00	0.0110	6,000	\$ 66.00	\$ 3,960.00	\$ 11,700.00
Savin 2535	35 ppm	\$ 146.38	\$ 8,782.80	0.0065	6,000	\$ 39.00	\$ 2,340.00	\$ 11,122.80
Ricoh 1045	45 ppm	\$ 154.00	\$ 9,240.00	0.0110	6,000	\$ 66.00	\$ 3,960.00	\$ 13,200.00
Savin 2545	45 ppm	\$ 178.08	\$ 10,684.80	0.0065	6,000	\$ 39.00	\$ 2,340.00	\$ 13,024.80
Ricoh 700	70 ppm	\$ 281.00	\$ 16,860.00	0.0070	16,000	\$ 112.00	\$ 6,720.00	\$ 23,580.00
Savin 2070	70 ppm	\$ 309.31	\$ 18,558.60	0.0065	16,000	\$ 104.00	\$ 6,240.00	\$ 24,798.60
Ricoh 1035	35 ppm	\$ 129.00	\$ 7,740.00	0.0110	8,000	\$ 88.00	\$ 5,280.00	\$ 13,020.00
Savin 2535	35 ppm	\$ 146.38	\$ 8,782.80	0.0065	8,000	\$ 52.00	\$ 3,120.00	\$ 11,902.80
Ricoh 1045	45 ppm	\$ 154.00	\$ 9,240.00	0.0110	8,000	\$ 88.00	\$ 5,280.00	\$ 14,520.00
Savin 2545	45 ppm	\$ 178.08	\$ 10,684.80	0.0065	8,000	\$ 52.00	\$ 3,120.00	\$ 13,804.80
Ricoh 700	70 ppm	\$ 281.00	\$ 16,860.00	0.0070	20,000	\$ 140.00	\$ 8,400.00	\$ 25,260.00
Savin 2070	70 ppm	\$ 309.31	\$ 18,558.60	0.0065	20,000	\$ 130.00	\$ 7,800.00	\$ 26,358.60
Ricoh 1035	35 ppm	\$ 129.00	\$ 7,740.00	0.0110	10,000	\$ 110.00	\$ 6,600.00	\$ 14,340.00
Savin 2535	35 ppm	\$ 146.38	\$ 8,782.80	0.0065	10,000	\$ 65.00	\$ 3,900.00	\$ 12,682.80
Ricoh 1045	45 ppm	\$ 154.00	\$ 9,240.00	0.0110	10,000	\$ 110.00	\$ 6,600.00	\$ 15,840.00
Savin 2545	45 ppm	\$ 178.08	\$ 10,684.80	0.0065	10,000	\$ 65.00	\$ 3,900.00	\$ 14,584.80

Lease Agreement

Number: _____

IOS CapitalSM

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc., which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

County of McLean
 Full Legal Name

Customer Billing Contact: Jerry Lindberg
 (309) 888-5110
 Phone (ext) Fax

104 W. Front, Room 701
 Customer Location Address
Bloomington McLean FL 61701
 City County State Zip

Customer Billing Address (if different)
 City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
2	Alicio 700	2	DF70
2	SR740	2	SR720
2	Alicio 1035	2	Bridge
		2	Cabinet

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales, Use, and Property Tax <u>\$ 870.00</u>	Advance Payment: \$ _____ (Tax Incl'd) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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ADDITIONAL PROVISIONS (if any) are: * 1 Buyout Lease

Sales Tax Exempt YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS:

1. Lease Agreement: You agree to lease from us the equipment ("Equipment") listed above. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our acceptance of this Agreement, when given, is indicated by our signature.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO
 X [Signature] Date: _____
 (Authorized Signer Signature) Michael F. Sweeney County Board
 (Authorized Signer's Printed Name) (Authorized Signer's Title)
Chairman

PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X _____ Date: _____ Home Address _____
 Guarantor Signature City State Zip
 _____ Home Phone () SSN _____
 (Printed Name of Guarantor, Do Not Include Title) [Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No. _____ ("Lease") between IOS Capital, Inc. and _____, as customer ("you"), you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date: _____
 Signature Printed Name Title

3. **Ownership of Equipment; Assignment:** We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests ~~without~~ ^{with} notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with IKON, such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
4. **Taxes and Filing Costs:** In addition to the payments under this Lease, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
5. **UCC Filing:** To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
6. **Warranties:** We transfer to you, without recourse, for the term of this Agreement, any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
7. **Maintenance of Our Equipment and Agency:** You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition, except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment, IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
8. **Indemnity, Liability and Insurance:** (a) The parties to this Lease will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible for any Claim or other damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us, ~~you authorize us to obtain coverage on your behalf and you agree to pay for this coverage.~~ In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
9. **Renewal and Return of Equipment:** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges ~~so long as replacement Equipment is selected from IKON.~~
10. **Lease Payments:** Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late, you agree to pay a late charge of 3% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
11. **Default:** IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE, OR BREACH ANY OTHER TERM OF THIS LEASE, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. ~~YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE EQUIPMENT OR IKON).~~ Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present value at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. ~~You waive the rights you may have to notice before we seize any of the Equipment.~~ You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
12. **Business Agreement and Choice of Law:** ~~YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.~~
13. **No Waiver or Set off:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
14. **Entire Agreement; Delivery & Acceptance Certificate; Vendor Contract:** This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed, approved, and received, a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier, or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights.
15. **Counterparts; Facsimiles:** This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital, Inc.:

Name	Authorized Signer	Title	Date	Lease Agreement 5.01
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OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
104 W. Front, Room 701 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memorandum

To: Executive Committee, Finance Committee, Justice Committee
From: Terry Lindberg, Assistant County Administrator *TL*
Date: 03/27/02
Re: Copier Procurement

Background

In May of 1999 we acquired 10 copy machines, including four high-speed analog copiers and six medium speed digital copiers. Our original intent was to structure the procurement to include all costs (machine, routine maintenance, drums, toner, etc.) in one cost-per-copy figure. However, we decided to price the medium sized machines on an inclusive cost-per-copy basis and the large machines on a fixed monthly cost plus a per-copy maintenance charge basis.

Our monthly volume estimates for the six mid-sized copiers were not accurate. As a result, the aggregate total copy volume has frequently fallen below the minimum necessary to make the all-inclusive cost-per-copy approach cost-effective.

As expected, service and support from our current vendor has been excellent, and the ability for departments to swap machines, parts and supplies has been very helpful. This is certainly one of the advantages of a "bulk" procurement.

For our proposed 2002 copier procurement, we relied on the State of Illinois Central Management Services (CMS) copier bid award. CMS requested bids from all vendors in all size and speed ranges. The CMS bid specification also contains service response and performance guarantee language, which will be binding on our selected vendor (Attachment A). We did not solicit bids from vendors who did not receive CMS awards.

We propose to acquire a total of four copiers, including two high volume (Public Defender and MetCom/ETSB) and two mid-sized machines (Coroner and County Clerk).

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Analysis

Five vendors received portions of the CMS bid award. Only two of these vendors, our current vendor Mid-Illinois (Savin) and Ikon (Sharp) offered machines in the size ranges we propose to acquire.

We asked both of these companies to convert the cash purchase price to a five year municipal lease cost, plus a per copy maintenance rate.

Although all machines are digital and network capable, we did not include the network card as part of the base specification. We have not made sufficient use of the network printer capability of the 1999 copiers to justify the added cost. If our usage pattern changes later, we can easily add the networking feature to our existing leases.

Both vendor cost proposals were thoroughly reviewed and subject to a complete cost analysis, including different monthly copy volume levels and different combinations of machines (Attachement B).

The apparent low priced vendor was asked to bring in a demo machine, which performed satisfactorily.

A review of business and financial references was conducted on the low vendor; results were satisfactory. Proposed leasing forms were obtained and modified by Assistant State's Attorney Brian Hug to be acceptable to the County (Attachment C).

Recommendation

Respectfully recommend approval of a lease agreement and copy service agreement with IKON Office solutions to provide two (2) Ricoh Aficio 1035 digital copiers and two (2) Ricoh Aficio 700 high-speed digital copiers on a five year lease plus cost per copy basis.

Attachments

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF JOHN M. SCOTT
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of John M. Scott as a Trustee of the Bellflower Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 John M. Scott as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John M. Scott and Darrell Hartweg, Attorney for the District.

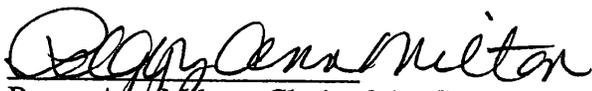
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

e:\ann\apt\fd_scott.res

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF RICHARD PIERCY
AS A TRUSTEE OF THE
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Richard Piercy as a Trustee of the Chenoa Fire Protection District, it is advisable to consider a reappointment to this position; and,

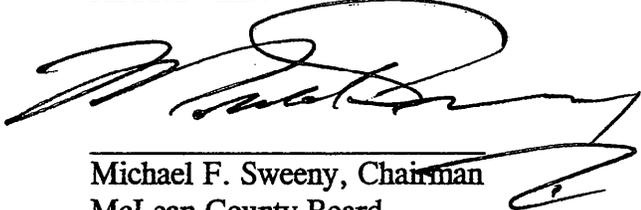
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Richard Piercy as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2005 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 Richard Piercy and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:


Michael F. Sweeny, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF GREG YODER
AS A TRUSTEE OF THE
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Greg Yoder as a Trustee of the Danvers Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Greg Yoder as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2005 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 Greg Yoder and Mark McGrath, Attorney for the District.

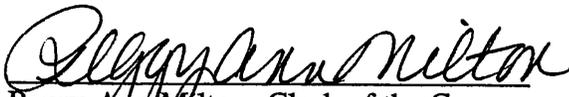
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF CHARLES WEST
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Charles West as a Trustee of the Downs Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Charles West as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2005 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 Charles West and Albert Hoopes, Attorney for the District.

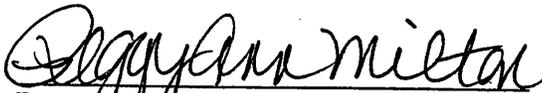
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF MIKE BEAL
AS A TRUSTEE OF THE
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Mike Beal as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Mike Beal as a Trustee of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2005 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 Mike Beal and Darrell Hartweg, Attorney for the District.

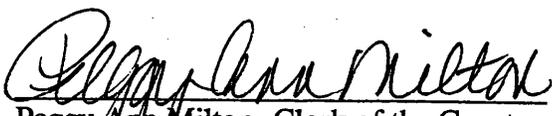
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF LOREN T. HANY
AS A TRUSTEE OF THE
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Loren T. Hany as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Loren T. Hany as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2005 or until a successor shall have been qualified and appointed.

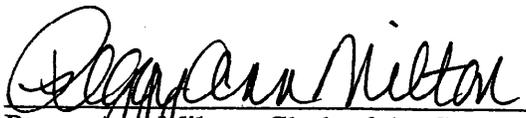
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Loren T. Hany and Benjamin Roth, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF CHARLES ENGEL
AS A TRUSTEE OF THE
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Charles Engel as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Charles Engel as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2005 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 Charles Engel and Albert Hoopes, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF KENNETH REESER
AS A TRUSTEE OF THE
LEROY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Kenneth Reeser as a Trustee of the LeRoy Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Kenneth Reeser as a Trustee of the LeRoy Fire Protection District for a term of three years to expire on April 30, 2005 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 Kenneth Reeser and Hunt Henderson, the Attorney for the District.

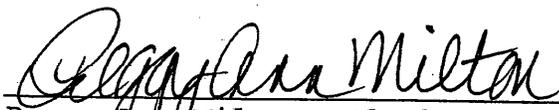
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF DARRELL D. LUSTER
AS A TRUSTEE OF THE
LEXINGTON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Darrell D. Luster as a Trustee of the Lexington Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 appointment of Darrell D. Luster as a Trustee of the Lexington Fire Protection District for a term of three years to expire on April 30, 2005 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Darrell Luster and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF J. MICHAEL STRUBHAR
AS A TRUSTEE OF THE
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment to this position; and,

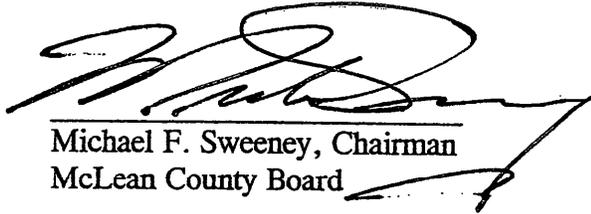
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2005 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 J. Michael Strubhar and Ralph Turner, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF LEE KLINTWORTH
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Lee Klintworth as a Trustee of the Octavia Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 Lee Klintworth as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2005 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 Lee Klintworth and Tom Shields, Attorney for the District.

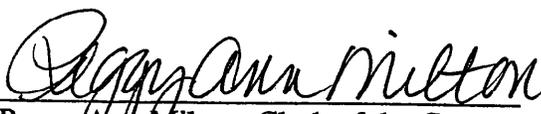
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF WILLIAM MARSHALL DAVIS
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of William Marshall Davis as a Trustee of the Randolph Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of 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 William Marshall Davis as Trustee of the Randolph Fire Protection District for a term of three years to expire on April 30, 2005 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 William Marshall Davis and James DePew, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
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COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF MARLA JONES
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of a term as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, 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 Marla Jones as Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2005 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 Marla Jones and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF PHIL RICHARD
AS A TRUSTEE OF THE
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2002 of Phil Richard as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment to this position; and,

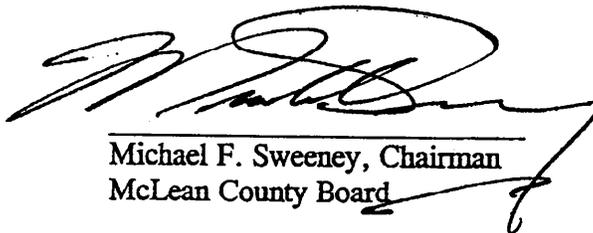
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Phil Richard as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2005 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 Phil Richard and James Sinclair, Attorney for the District.

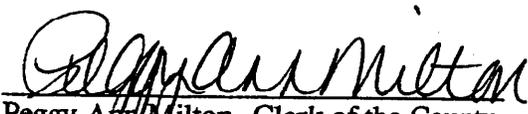
ADOPTED by the County Board of McLean County, Illinois, this 16th day of April, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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Members Renner/Selzer moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Student Ben Ritter stated there is a Request for Approval of Resolution Naming Student Government Day, Tuesday April 16, 2002, in Honor of Senator John W. Maitland, Jr. Member Sommer presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
NAMING STUDENT GOVERNMENT DAY
IN HONOR OF
SENATOR JOHN W. MAITLAND JR.

WHEREAS, to celebrate and recognize National County Government Week, the McLean County Board annually invites eighth grade students from the junior high schools in the County to participate in Student Government Day; and,

WHEREAS, Student Government Day offers eighth grade students an opportunity to learn about leadership, public service, and County Government; and,

WHEREAS, throughout McLean County and in the corridors of the Illinois State Capitol Building, State Senator John W. Maitland Jr. has long been recognized for his leadership, public service and knowledge about important issues facing State and local government; and,

WHEREAS, during his tenure as State Senator, John W. Maitland Jr. has served as Chairman of the Senate Appropriations Committee and as Assistant Senate Majority Leader; and,

WHEREAS, as one of the State's most respected legislative leaders, John W. Maitland Jr. has been a strong advocate for increased State funding for elementary, secondary, and higher education; and,

WHEREAS, by his extraordinary and exemplary public service, John W. Maitland Jr. personifies the very finest qualities of political leadership; and,

WHEREAS, after 23 years of dedicated service to the citizens of McLean County as an Illinois State Senator, John W. Maitland Jr. has announced his decision to resign from the Illinois State Senator as of the end of April; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and thank Senator John W. Maitland Jr. for his dedicated public service on behalf of the citizens of McLean County and the State of Illinois; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to name Student Government Day, Tuesday, April 16, 2002 in honor of Senator John W. Maitland Jr., now, therefore,

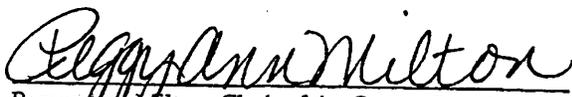
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- 1) The McLean County Board hereby recognizes and expresses its appreciation and gratitude to Senator John W. Maitland Jr. for his 23 years of dedicated public service on behalf of the citizens of McLean County and the State of Illinois.
- 2) The McLean County Board hereby proclaims that McLean County Student Government Day, Tuesday, April 16, 2002, shall be named *Senator John W. Maitland Jr. Student Government Day*.

ADOPTED by the McLean County Board this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Member Sommer stated it is his pleasure to make a presentation to Senator Maitland for an exemplary career in the State Senate in Illinois and for other things about which he is very grateful. He presented to Senator and Mrs. Maitland, a pin that would exemplify McLean County. He also presented a cap from McLean County Parks and a shirt from Comlara Park, Evergreen Lake. Member Sommer said he was wearing a pin, which says Past Director of McLean County Farm Bureau because of John Maitland. He continued, John Maitland and he were involved in the early development and presentation of the farmland assessment law that John Maitland saw through to its conclusion. The farmland assessment law was designed so owning land became a business and was taxed based on its ability to earn. He said this was an amazing piece of work. Member Sommer stated another passion that John Maitland had was for education and the Board attests to that by naming this day in honor of him. He was involved with changing the structure of the funding for State education. Member Sommer said it is with great pleasure that he presents this Resolution to Senator Maitland. After presenting the Resolution, Member Sommer concluded by saying, "The world will little note nor long remember what we say here, but it will be a long time before McLean County forgets what John Maitland did for us." Mrs. Maitland thanked the Board. She stated it has been a wonderful career for John for almost 24 years representing the 44th District and McLean County.

Chairman Sweeney stated in regards to Student Government Day he wanted to recognize two individuals on the County Board that have participated in Student Government Day just a few years ago. They might want to say something to the students or to the public. Adam Kinzinger congratulated the students for being selected to participate in Student Government Day. He said he participated approximately ten years ago and had a great time and the best thing about it was that it happened on a school day. He encouraged them to enjoy the day, ask questions, and learn a lot. Member Owens stated he was involved in Student Government Day seven years earlier and found it very enjoyable. He noted that he had always been interested in government and politics and suggested to any who might also be interested to stay involved because they are the future leaders of not only McLean County but also of the State.

Student Ben Ritter stated there is a Request for Approval of a Resolution of Congratulations for the Bloomington Junior High School Boys' Basketball Team. Member Nuckolls presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Bloomington Junior High School boys' basketball team during the 2001-2002 basketball season; and,

WHEREAS, the Bloomington Junior High School boys' basketball team won the Illinois Elementary School Association (IESA) state tournament, the first 7th grade team from Bloomington to win the State Title, and finished the 2001-2002 season with an overall season record of 25 wins and 0 losses; and,

WHEREAS, the Bloomington Junior High School boys' basketball team broke two different IESA state scoring records and won the Mahomet Invitational Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach David Lewis, Assistant Coach Jonathan Williams, Team Managers Dante Shelton and Jonathan Williams; and Team Members Quincy Ainsworth; Josh Brent; Justin Bocot; Brandon Dunson; Scott Ebo; Steven Esch; Cory Hainlen; Philip Hamilton; Bryan Huff; Hunter Newby; Jake Nord; Joey Tyson; Deonta Walls; and Kevin Woods; now, therefore,

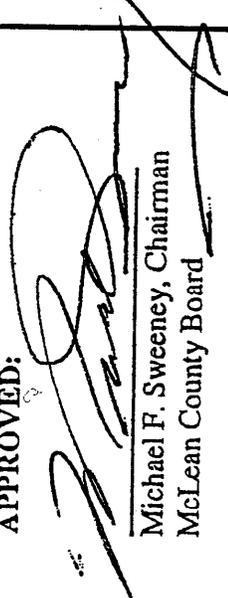
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington Junior High School boys' basketball team are to be congratulated on winning the Mahomet Invitational Tournament, the IESA Regional Tournament, the IESA Sectional Tournament, the State Championship, a perfect 25-0 season record, and on an outstanding season.

APPROVED by the McLean County Board this 16th day of April, 2002.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Nuckolls stated the McLean County Board would like to recognize and honor the Bloomington Junior High School Boys' Basketball team for an outstanding season with 25 wins and no losses. Coach Lewis thanked the County Board, school administration, parents, and families, and acknowledged Lawrence Irving Neighborhood Center for being a great part of the community.

Student Ben Ritter stated there is a Request for Approval of Resolution of Congratulations for the Central Catholic High School Boys' Basketball Team. Member Segobiano presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Central Catholic High School varsity boys' basketball team during the 2001-2002 basketball season; and,

WHEREAS, the Central Catholic High School varsity boys' basketball team finished the 2001-2002 season with an overall season record of 15 wins and 16 losses; and,

WHEREAS, the Central Catholic High School varsity boys' basketball team advanced through the IHSA Class A boys' basketball tournament and won the Regional championship, the Sectional championship, the Super-Sectional championship, and played in the Class A Elite 8 basketball finals; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Kevin Brown; Assistant Coaches Jeff Kasher and Todd Grunloh; and Team Members Richie Long; Tyler Newberry; Nick Horton; Logan McCoy; Ryan Scheets; Deano Davis; Dusty Provost; Michael Lenahan; Jeremy Daniel; Alex Baines; William Brady; and Raymond Lello; now, therefore,

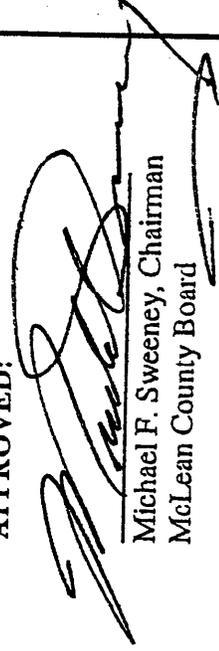
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity boys' basketball team are to be congratulated on advancing to the IHSA Class A State Elite 8 basketball finals, and on having Raymond Lello, Michael Lenahan, and Richie Long named to the Corn Belt All Conference Team, and on having Coach Kevin Brown named Coach of the Year by the Illinois Basketball Coaches Association for Class A in District 15, and on an outstanding season.

APPROVED by the McLean County Board this 16th day of April, 2002.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Segobiano recognized Senator Maitland's efforts with the McLean County Regional Planning Commission. He then stated these young men had a disastrous start in their basketball career this year at Central Catholic High School. They were 1-9 in the first half of the season and 14-7 in the second half. He mentioned it is an inspiration to know that these young people knew how to survive by listening and dedicating themselves to what they were being taught. Coach Kasher thanked the Board for the honor.

Student Ben Ritter stated there is a Request for Approval of Resolution of Congratulations for the Chiddix Junior High School Girls' Volleyball Team. Member Johnson presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Chiddix Junior High School girls' volleyball team during the 2001-2002 volleyball season; and,

WHEREAS, the Chiddix Junior High School girls' volleyball team finished the 2001-2002 season with an overall season record of 22 wins and 4 losses; and,

WHEREAS, the Chiddix Junior High School girls' volleyball team were State volleyball champions; and, were the first eighth grade team in Chiddix Junior High School's history to win the State championship in volleyball; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Tom Wait; Assistant Coaches Kathy Sallee; Lisa Finch; and, Mark Geier; and Team Members Alison Braksick; Allison Ward; Alyssa Trimpe; Amanda Stover; Andrea Davis; Brittany Kilborn; Brooke Diller; Carrie Spachman; Emily Hanley; Haley Whittington; Hannah Vinson; Jenna Dumber; Jenna Morgan; Kacie Haberkorn; Kelsey Swango; Kristin Lyons; Kristy Connor; Lauren Montagne; Liz O'Connell; and, Hillary Babb; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Chiddix Junior High School girls' volleyball team are to be congratulated on winning the State eighth grade volleyball championship, becoming the first eighth grade team in Chiddix Junior High School's history to win the State volleyball championship, and on an outstanding season.

APPROVED by the McLean County Board this 16th day of April, 2002.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Member Johnson presented a Resolution of Congratulations to Coach Wait of the Chiddix Junior High School Girls' Volleyball Team. Coach Wait thanked the Board and congratulated the girls.

Student Ben Ritter stated there is a Request for Approval of a Resolution Recognizing National County Government Week. Member Berglund presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
RECOGNIZING NATIONAL COUNTY GOVERNMENT WEEK

WHEREAS, there are 3,066 Counties in the United States, collectively responsible for the well being of more than 230 million residents; and,

WHEREAS, County governments are often the first responder in emergency situations and are primarily responsible for developing and coordinating Countywide responses to local disasters; and,

WHEREAS, County governments have a long history of serving and providing for their citizens and often provide solutions to complex issues by bringing citizens and communities together; and,

WHEREAS, County governments all across America are celebrating the week of April 7 – 13, 2002, as National County Government Week; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

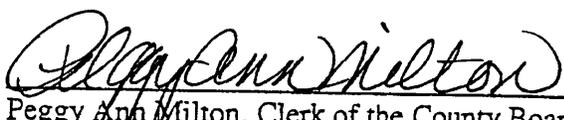
(1) The McLean County Board hereby proclaims the week of April 7 –13, 2002 as National County Government Week.

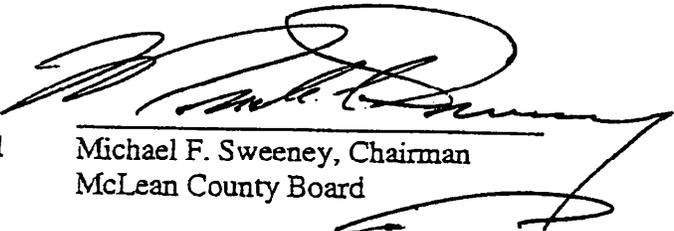
(2) The McLean County Board directs the County Clerk to forward a certified copy of this Resolution to the County Administrator's Office.

ADOPTED by the McLean County Board this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Student Ben Ritter stated there is a Request for Approval of a Resolution in Recognition of the Month of May as National Community Action Month. Members Berglund and Owens presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
IN RECOGNITION OF THE MONTH OF MAY
AS NATIONAL COMMUNITY ACTION MONTH

WHEREAS, each year the month of May is designated as National Community Action Month; and,

WHEREAS, in McLean County, Mid-Central Community Action Inc. provides a wide array of services to families, including Mayors Manor/Permanent Supportive Housing, Neville House/Countering Domestic Violence, Transitional Housing, Central Illinois Coalition for Affordable Housing, Weatherization grant funding, Emergency Services, and Senior Outreach Services; and,

WHEREAS, at the Illinois Association of Community Action Agencies Annual Meeting in Springfield, Illinois, Mid-Central Community Action will be recognized with one of the Families of Distinction awards; and,

WHEREAS, McLean County Board members Sue Berglund and Benjamin Owens serve as members of the Mid-Central Community Action Board; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, April 9, 2002, recommended approval of a Resolution in Recognition of the month of May as National Community Action Month, now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The McLean County Board hereby recognizes the Month of May as National Community Action Month and further recognizes Mid-Central Community Action, Inc. for the many services provided to families in the Community.

(2) The McLean County Board hereby directs that the County Clerk forward a certified copy of this Resolution to the Executive Director of Mid-Central Community Action, Inc., and the County Administrator.

ADOPTED by the McLean County Board this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Member Owens stated last fall there was a vacancy on the Mid-Central Community Action Board of Directors of which the County has two seats, and Chairman Sweeney appointed him and Member Berglund to that Board. The CEO of Mid-Central Community Action, Inc. stated, as she looked around the room she saw a number of people who have volunteered with the organization and have been very instrumental in allowing them to perform the services they do for the community. She also said she was delighted that Senator Maitland was recognized this morning because Senator Maitland was instrumental in getting the low energy assistance program which helps people who cannot pay their utility bills. She stated she is very proud to be a part of this County and thanked the Board for the recognition.

Student Ben Ritter stated there is a Request for Approval of a Resolution in Support of an Illinois Main Street Certification for the City of Bloomington Downtown. Member Renner presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
IN SUPPORT OF AN ILLINOIS MAIN STREET CERTIFICATION
FOR THE CITY OF BLOOMINGTON DOWNTOWN

WHEREAS, the McLean County Board, as one of the largest employers in downtown Bloomington, recognizes the importance of downtown Bloomington as it relates to the economic health and quality of life of the Community; and,

WHEREAS, the continued improvement, revitalization, and development of downtown Bloomington will further enhance the Community; and,

WHEREAS, the local Main Street organization will be formed to stimulate economic development and the preservation of downtown Bloomington; and,

WHEREAS, Uniquely Bloomington has requested that the McLean County Board support its efforts to gain Illinois Main Street certification for the City of Bloomington Downtown; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, April 9, 2002, recommended approval of a Resolution in Support of an Illinois Main Street Certification for the City of Bloomington Downtown; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The McLean County Board hereby endorses the concept of a local Main Street program for the City of Bloomington Downtown and the submittal of an application to the State of Illinois to become a certified Illinois Main Street town.

(2) The McLean County Board hereby directs that the County Clerk forward a certified copy of this Resolution to the Executive Director of Uniquely Bloomington, the City Manager of the City of Bloomington, and the County Administrator.

ADOPTED by the McLean County Board this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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



Long Distance Proposal

Prepared For: McLean County
Contact: Craig Nelson
Phone number: 309-888-5100

Real Solutions Annual - \$36,000 annual commitment

1 - Year Term

Long Distance Calling Rates - Outbound and Inbound

	Switched	Dedicated	Calling Card
Interstate	\$ 0.0653	\$ 0.0467	0.145
Intrastate	\$ 0.0600	\$ 0.0464	0.216
IntraLATA	\$ 0.0328	\$ 0.0208	0.216

Real Solutions Annual - \$36,000 annual commitment

3 - Year Term

Long Distance Calling Rates - Outbound and Inbound

	Switched	Dedicated	Calling Card
Interstate	\$ 0.0557	\$ 0.0416	0.145
Intrastate	\$ 0.0568	\$ 0.0432	0.216
IntraLATA	\$ 0.0312	\$ 0.0192	0.216



**Interstate 60 Competitive Response
for Sprint Real Solutions Annual**

Products Sprint Real Solutions Annual

Expiration June 30, 2002

Activation Customer's initial switched locations must be activated by July 31, 2002.
Customer's initial dedicated locations must be activated by September 30, 2002.

Duration Customer will receive the benefits of this promotion for the duration of its Sprint Real Solutions Annual II term agreement.

Eligibility*

- (a) New Customers must sign a 1-, 2- or 3-year term agreement for Sprint Real Solutions Annual II with a minimum commitment level of at least \$12,000; or
- (b) Existing Customers may enroll if they sign a new Sprint Real Solutions Annual II sales agreement with at least a 1-year term plan.

Promotion Elements*

- (1) Customer will receive the following discounts and rates on its interstate Sprint Real Solutions Annual II switched and dedicated outbound, inbound, FONCARD and SDS service usage charges.

Term Selected
1-Year

Discount Available - Dedicated
36%

MAC Selected
\$12,000

Dedicated Service - Voice
Sprint Real Solutions Annual_1-Year_36%

Rate
\$0.0474

Discount Available - Switched
36%

Switched Service - Voice
Sprint Real Solutions Annual_1-Year_36%

Rate
\$0.0666

Discount Available - Dedicated - SDS
36%

Dedicated Service - SDS
Sprint Real Solutions Annual_1-Year_36%

Rate
\$0.0864

Discount Available - Switched - SDS
36%

Switched Service - SDS
Sprint Real Solutions Annual_1-Year_36%

Rate
\$0.1222

FONCard Rate
\$0.1453



Interstate 60 Competitive Response
for Sprint Real Solutions Annual

Customer

[Handwritten Signature]

Customer Signature

Michael F. Sweeney

Customer Name

104 West Front Street, Room 201

Address

Bloomington, IL 61701

City, State, Zip Code

April 16, 2002

Date

Sprint Communications Company L.P.

[Handwritten Signature]

Sprint Sales Representative Signature

Ron Yoder

Name

2203 E EMPIRE, SUITE C-1

Address

Bloomington, IL 61704

City, State, Zip Code

4/11/02

Date

*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint tariff, as it may be amended. If Sprint withdraws any tariff that applies to the Services in this agreement during the term of this agreement, the tariff terms and conditions in effect at the time of withdrawal will continue to apply. After Sprint withdraws any applicable tariff, this agreement will control over any inconsistent provision in the withdrawn tariff. But Sprint may modify any tariff or list price that is not fixed by this agreement and the new rates will be published in Sprint's tariffs or, if the applicable tariff is withdrawn, Sprint's Schedules at www.sprintbiz.com. This promotion is not combinable with any other credit or discount that may be applied against Sprint Real Solutions Annual service usage charges, except Affinity discounts, excluding discounts on access, installation or surcharges. Only available at Customer's associated locations. Interstate rates apply to all calls originating in the continental U.S., Hawaii, Puerto Rico, Alaska, Guam, the U.S. Virgin Islands and CNMI. This promotion may be used only by Sprint Business customers for commercial use. Any alteration to this form requires the approval of a Sprint officer.

Sprint Confidential Information. This document may not be disclosed to any third party.

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Sprint Real SolutionsSM Annual Plan Sales Agreement

Exclusive

1. Customer Information

Customer Name MCLEAN COUNTY GOVERNMENT
Customer Address 104 W FRONT ST, ROOM 702, BLOOMINGTON, IL 61702-2400

2. Sprint Real SolutionsSM Annual Plan Services

Customer subscribes to the Real Solutions services selected below:

- Dial 1 Solution
- Toll Free Solutions
- SDS Solutions
- FÖNCARD Solutions
- Voice FÖNCARD Solutions
- Cellular Solutions

3. Term Plan Commitment

The term of this Agreement ("Term") is the period of time indicated below, commencing upon Sprint's acceptance and implementation of this Agreement.

- One Year
- Two Year
- Three Year

4. Minimum Annual Commitment

a. During the Term, Customer agrees to purchase at least the amount selected below per year of Contributory Service Usage Charges (defined below).

- \$12,000
- \$36,000
- \$60,000
- \$84,000
- \$120,000
- \$180,000
- \$300,000
- \$540,000
- \$780,000
- \$960,000
- \$1,200,000
- \$1,500,000
- \$1,800,000

For purposes of this Section 4.a. "Contributory Service Usage Charges" means (i) all usage charges associated with any of the above Sprint Real SolutionsSM Annual Plan Services, calculated prior to the application of any discounts; (ii) Customer's total monthly circuit charges for the interexchange portion of Customer's domestic Clearline private line circuits (other than Clearline 45), calculated after all available discounts have been applied; (iii) Customer's monthly charges for Sprint Frame Relay, Sprint Enhanced Frame Relay, Sprint X.25 Services, Sprint IP Services, Sprint IP Web Hosting Services, Access Coordination Fee, Central Office Connection, and Local T-1 Access Facility Charges, all calculated after all available discounts have been applied. Feature, equipment Operator Services, Directory Assistance and any other charges (including, but not limited to, Carrier Universal Service Charges and Presubscribed Line Charges) not specified above are not contributory to meeting the Minimum Annual Commitment.

b. If, after the conclusion of the first three billing months of the Term, Customer's aggregate actual Contributory Service Usage Charges are less than 75% of an amount equal to: (i) Customer's Minimum Annual Commitment; multiplied by (ii) the number of months that have expired in the applicable Contract Year (defined below); and (iii) divided by twelve, then Sprint reserves the right to migrate Customer to a lower Minimum Annual Commitment level that is more directly comparable to Customer's aggregate actual Contributory Service Usage Charges and, thereafter, Customer will receive the rates associated with such lower Minimum Annual Commitment level. For purposes of this Agreement, "Contract Year" shall be defined as the twelve month period commencing on the first day of the first complete billing month following the signing of this Agreement by both parties and, with respect to Customers with a greater than one year Term, the annual anniversary thereof.

Sprint Confidential Information. This document may not be disclosed to any third party.

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3/02

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Sprint Real SolutionsSM Annual Plan Sales Agreement

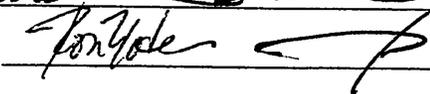
Exclusive

- c. By providing at least sixty days prior written notice to Sprint, Customer subscribed to a Two or Three Year Term Plan may request that upon the expiration of the then current Contract Year, its Minimum Annual Commitment be modified (increased or decreased) for the subsequent Contract Year(s) of the term.

5. General Terms and Provisions

- A. All Sprint charges and other terms and conditions are governed by the applicable Sprint tariffs, as the same may be amended from time to time.
- B. A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number. Surcharge amounts vary by destination.
- C. If Customer fails to satisfy the Minimum Annual Commitment, in addition to all other applicable charges, Customer will pay Sprint the difference between the Minimum Annual Commitment and Customer's actual Contributory Service Usage Charges for each Contract Year in which Customer does not achieve the Minimum Annual Commitment.
- D. If Customer terminates this Agreement or ceases to use Real Solutions Services to any material extent, Customer will pay to Sprint the Minimum Annual Commitment divided by 12 multiplied by the number of billing months remaining in the Term.
- E. AT THE CONCLUSION OF THE TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR AN EQUIVALENT TERM AT THE THEN-CURRENT MINIMUM ANNUAL COMMITMENT LEVEL UNLESS CUSTOMER PROVIDES WRITTEN NOTIFICATION TO SPRINT INDICATING A CANCELLATION OF THIS AGREEMENT NOT LESS THAN 45 DAYS PRIOR TO THE EXPIRATION OF THE TERM.**
- F. Locations for which Customer either purchases, controls or directs the purchases of long distance telecommunications service on the Agreement's effective date. The calculation above does not include: (i) any binding commitments that Customer or its Affiliates have with another long distance carrier on the Agreement's effective date; or (ii) service that is routed to another carrier, but only during the period of any Sprint Service outage.
- G. In the event any one or more of the provisions of this Agreement, or any addendum attached hereto, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or any addendum attached hereto, and the remainder of this Agreement, and any addendum attached hereto, shall remain enforceable in accordance with their respective terms.

Customer Signature  Date 4-16-02

Sprint Sales Representative Signature  Date 4/11/02

Any change or alteration to this form requires the approval of an officer of Sprint. Only available at Customer's associated locations. Commercial usage only.

Sprint Confidential Information Restricted. This document may not be disclosed to any third party.

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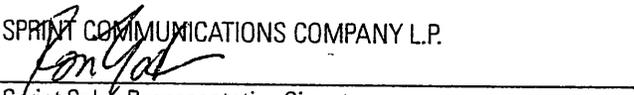


Intrastate 20 Discount

- Promotion Product** Sprint Real Solutions Annual II Intrastate and Sprint Voice VPN Solutions Intrastate
- Promotion Expiration** June 30, 2002
- Promotion Duration** Customer will receive the benefits of this promotion for the duration of its Sprint Real Solutions Annual II or Sprint Voice VPN Solutions Service term agreement.
- Promotion Activation** Customer's initial switched locations must be activated by July 31, 2002.
Customer's initial dedicated locations must be activated by September 30, 2002.
- Promotion Eligibility** New and renewal customers that sign a 1, 2, or 3-year term agreement for Sprint Real Solutions Annual II or Sprint Voice VPN Solutions Service, with at least 10 percent of the Customer's Sprint Real Solutions Annual II or Sprint Voice VPN Solutions usage (as measured in minutes of use) consisting of domestic Interstate usage.
- Promotion Elements*** Customer will receive a 20 percent discount on its Sprint Real Solutions Annual II or Sprint Voice VPN Solutions interLATA and intraLATA service usage.

CUSTOMER

 Customer Signature
 Michael F. Sweeney
 Name
 104 West Front Street, Room 701
 Address
 Bloomington, IL 61701
 City, State, Zip Code
 April 16, 2002
 Date

SPRINT COMMUNICATIONS COMPANY L.P.

 Sprint Sales Representative Signature
 Ron Yoder
 Name
 2203 E EMPIRE | STE C1
 Address
 BLOOMINGTON, IL 61704
 City, State, Zip Code
 4/10/02
 Date

*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint tariff, as it may be amended. If Sprint withdraws any tariff that applies to the Services in this agreement, the tariff terms and conditions in effect at the time of withdrawal will continue to apply. After Sprint withdraws any applicable tariff, this agreement will control over any inconsistent provision in the withdrawn tariff, but Sprint may modify any tariff or list price that is not fixed by this agreement and the new rates will be published in Sprint's tariffs or, if the applicable tariff is withdrawn, Sprint's Schedules at www.sprint.com. Only available at Customer's associated locations. This promotion may be used only by Sprint Business customers for commercial use. Any alteration to this form requires the approval of a Sprint officer.

Sprint Confidential Information. This document may not be disclosed to any third party.

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**Request for Approval to
Award Long Distance & Calling Card Services**

to the Honorable Members of the Executive Committee:

Our current long distance contract with AT&T expires in June. In discussions with Information Services, the Auditor's office and County Administration, we found that the customer service expectations we have for a long distance carrier, particularly in the area of billing support, have not been met. The County Auditor's office has recently spent numerous hours recouping thousands of dollars in mistakenly billed calls, and that effort is not yet complete.

When the last contract was renewed with AT&T, the need for consolidated billing was expressly stated. The Auditor's office should not have to manually sort through bills given today's technology. Billing options where calls can be sorted by groups, departments, usage etc should be available.

An RFP was released in accordance with County policy, and at least four vendors, including AT&T, were directly contacted and made aware of the RFP. McLean County received responses from two of those vendors, **Sprint and Verizon**.

A summary of the responses is found below. After a review of billing options, service policies, etc, by Information Services, County Administration, Mr. Gamblin of E-911 and the County Auditor's office, we request approval to award the Sprint proposal.

Due to the inadequate billing methods used prior to this time, we have little/no data by which to analyze calling patterns up to this point. Thus, while the RFP included responses for both a 1 year and 3 year commitment, Information Services recommends awarding a 1 year contract during which calling pattern data can be accumulated. The intuitive assumption made by those reviewing the RFPs is that the County's primary usage will be that of Intrastate Intralata usage.

For six consecutive years, Sprint has had the lowest number of FCC reportable outages for long distance carriers. Sprint provides software (Foneview) which will allow the Auditor's office to receive billing via CD, and sort/filter by various criteria. Additionally, it allows for exception reporting against the prior month's billing based on parameters chosen by the user.

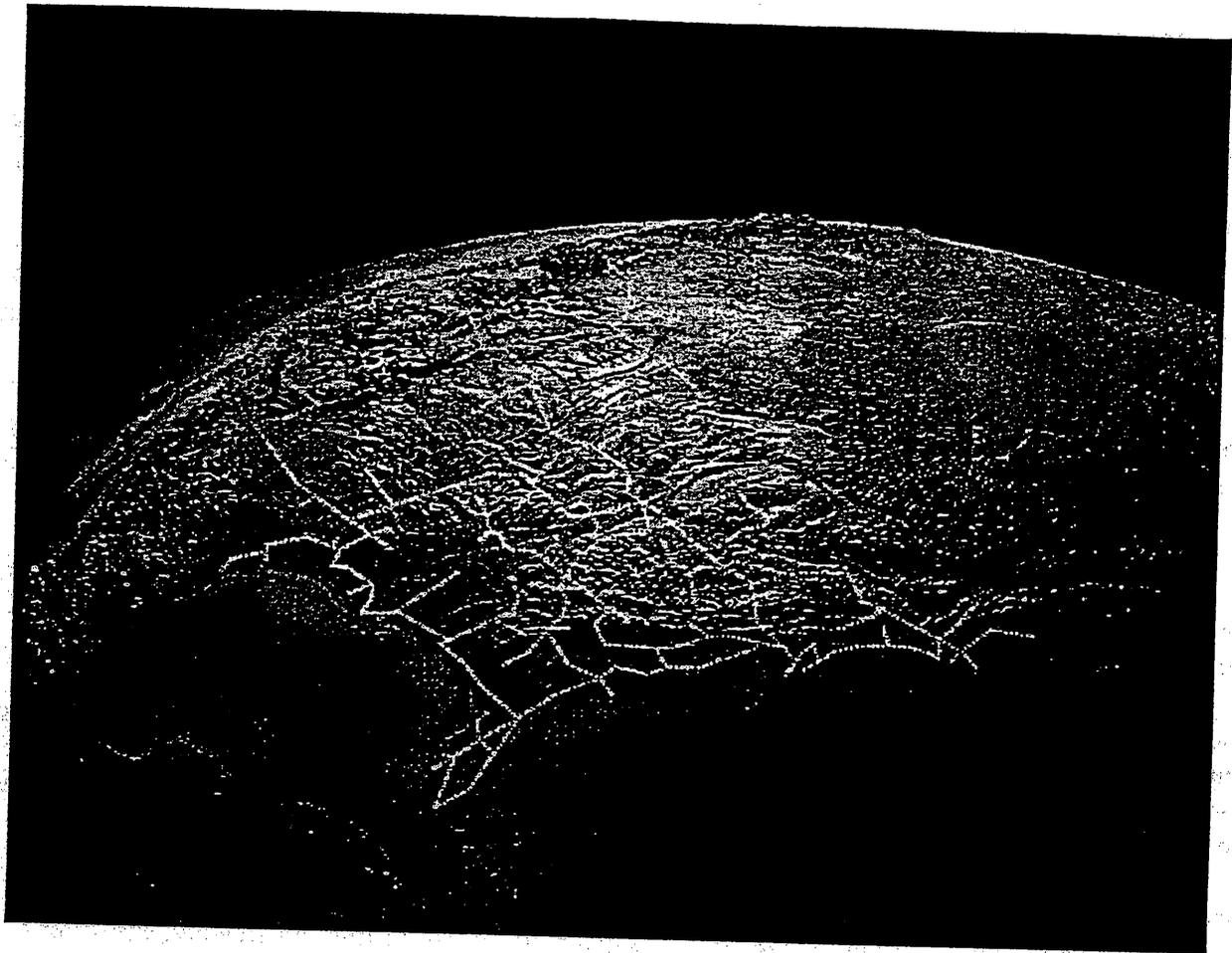
Year	Sprint (12k Commitment)	Verizon (36k Commitment)
IntraLata (Switched)	0.0328	0.0490
IntraLata (Dedicated)	0.0208	0.0530
Intralata Card	0.216 /min	0.400 + 0.084/min
Interstate Switched	0.0666	0.0458
Interstate Dedicated	0.0474	0.0488
Calling Card Interstate	0.145 /min	0.400 + 0.0668/min
Intrastate Switched	0.0600	0.0490
Intrastate Dedicated	0.0464	0.0530
Intrastate Card	0.2160 /min	0.400 + 0.084/min

I'll be happy to answer any questions you may have to the best of my ability.

3 year numbers are available, but the greatest difference in rates was no more than 7/10 of 1 cent per minute)

Respectfully submitted,

Craig Nelson
Director, Information Services.



Proposal to
County of McLean, IL
April 2, 2002





April 2, 2002

Ms. Sharon Daniels
Information Services
County of McLean, IL
104 W. Front Street
Room 702
Bloomington, Illinois 61702-2400

Dear Ms. Daniels:

Thank you for the opportunity to submit the enclosed proposal. Sprint is a full-service company with a complete range of long-distance services. We have a national presence and offer our customers the highest quality service in the most cost-effective manner. Our local account team indicates an investment in our customers in Central Illinois.

Sprint has had great success with several large business and government accounts that require local support. As a result, we house engineers and technical support staff, in addition to sales and customer support, in our Bloomington office. It is rare to have this level of support in Central Illinois because our competitors are reducing their work forces pulling their employees back into the Tier 1 markets where they try to serve Central Illinois via phone and fax.

Telecommunications providers have come full circle. Since the early 90's there have been many companies come and go. These companies made promises that they couldn't keep, offered services they couldn't deliver or charged prices they couldn't sustain. Sprint has been a stable provider and has lead in many areas of technology, but more importantly has made sound financial decisions placing it in a position of strength where others are experiencing financial pressures including bankruptcy. Simply put, we are strong and reliable.

We will implement your service in an orderly, precise manner that affords you the continuity of communications your business demands. We will carefully plan your conversion in a systematic and detail-oriented manner, thus assuring McLean County of the maximum value for your communications dollar.

We look forward to participating in your continued growth and success. Please call me at 309-664-7203 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ron Yoder".

Ron Yoder
Senior Account Manager - Central Illinois

Enclosures

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SECTION 1

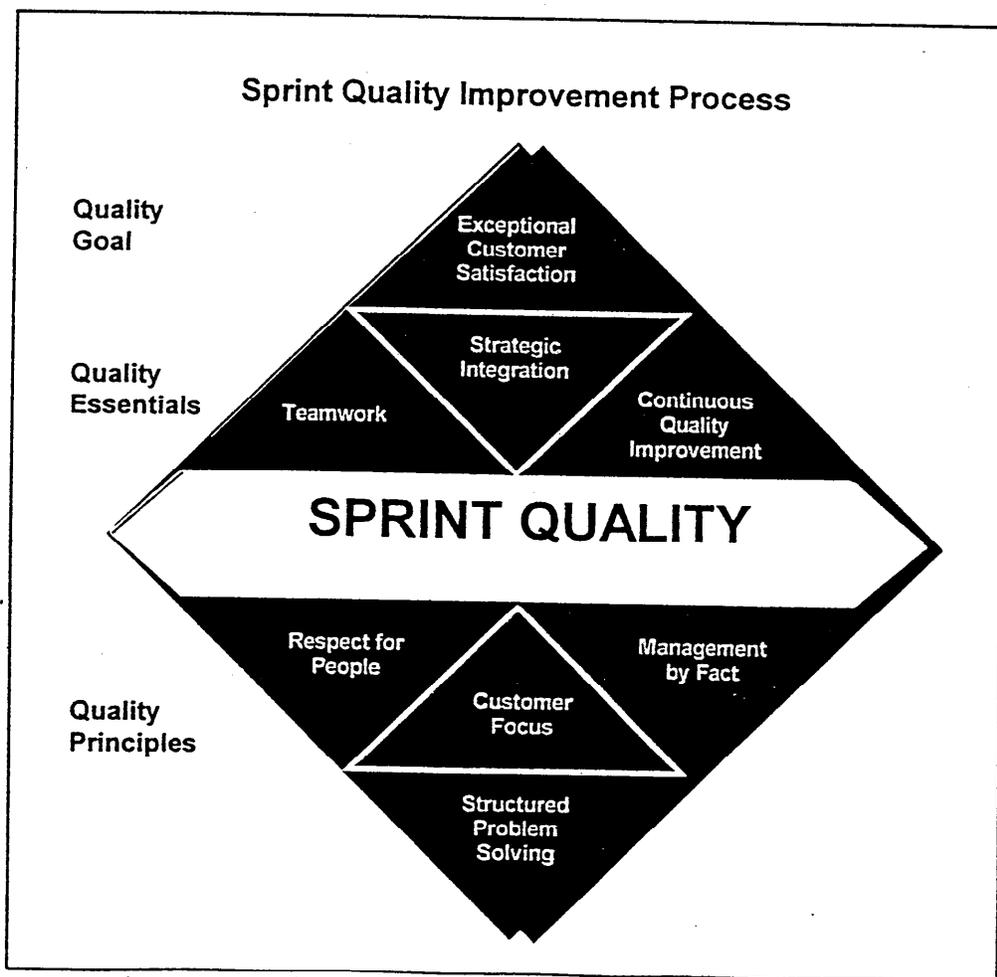
SPRINT OVERVIEW

SPRINT QUALITY

Sprint's dedication to quality began years ago with the vision of an all-digital, fiber-optic network. While this was an outstanding achievement, we realize that technology alone is not enough to ensure preeminence in the telecommunications industry. The ultimate measure of our success is the degree to which we satisfy our customers' changing needs and expectations.

The underlying philosophy of our quality process is that customer satisfaction and superior financial results evolve from the efforts of inspired, innovative, and empowered employees. Sprint Quality charters each employee, from Chairman and CEO Bill Esrey to our newest hire, with building an environment that uses the creativity of each person to continually improve our processes, foster innovation, and develop new competencies that will influence the future direction of our business.

The Sprint Quality Improvement Process, summarized in the Sprint Quality Diamond, makes quality an integral part of every activity in the organization.



Our Quality Goal

We have realigned our compensation, performance appraisal, training and development, and measurement systems to support the achievement of our three essential corporate goals:

- Exceptional customer satisfaction.
- Inspired, innovative, and empowered employees.
- Superior financial results.

The primary goal of Sprint Quality is to achieve these three corporate goals related to customer, employees, and shareholders.

Our Quality Essentials

The three core elements, or essentials, of the Sprint Quality Improvement Process—teamwork, strategic integration, and continuous quality improvement—make up Sprint’s quality deployment plan and describe the key competencies and support structures required to achieve our goal. Sprint views these competencies as ever-important and constantly evolving.

The teamwork essential focuses on improving each individual’s skills, knowledge, and ability to solve problems in a variety of team settings. Our seven-step, structured, problem-solving process employs basic and advanced quality tools, provides a common framework for quality improvement teams, and ensures that the customer’s requirements remain the focus of improvements.

The strategic integration essential provides the connection between customer needs, company strategies, and annual planning processes. It ensures that we integrate quality into all aspects of our business. We do this by validating our actions against customer expectations, employee satisfaction, and financial results.

The essential of continuous quality improvement aims to institutionalize the quality principles in everything we do. We must continuously improve every aspect of our business.

Our Quality Principles

Our common values build participative management within our organizations and cooperation among ourselves and others. Four principles guide our individual and collective efforts towards these values:

- Respect for People
- Customer Focus
- Management by Fact

- Structured Problem Solving

These principles serve as touchstones, attitudes, and habits, and define the standards of our interactions with customers, employees, suppliers, and teaming partners. To build an environment that encourages positive new perspectives internally and with others, especially with our customers and suppliers who are our natural teammates; exchange best business practices; and unreservedly offer and accept non-proprietary ideas to improve our services.

SECTION 2

NETWORK OVERVIEW

NETWORK RELIABILITY AND AVAILABILITY

We realize that lost calls, transmission errors, and downtime can impact your company's productivity and your bottom line. We engineered our state-of-the-art network, and continue to deploy the most advanced technologies, to deliver the level of reliability your business needs.

Sprint leads long-distance providers in committed network performance objectives. Sprint monitors domestic digital performance, which has two purposes. The first is to characterize the typical error performance of the switched network by monitoring and collecting daily performance data from selected DS-1s around the network. Sprint has monitoring equipment at each end of fourteen different DS-1 city pairs around the network, which covers a large majority of Sprint's fiber backbone. The monitoring equipment at each end of a given DS-1, called a channel service unit (CSU), monitors the error performance of that link in both directions without affecting or intruding on the traffic it carries. This measure is known as Error Free Seconds.

The second measure is to determine how much of the time the circuit is available for use (availability) and if that level of performance is in line with Sprint Objectives.

Domestic Digital Performance Monitoring		
Year	Availability	Error Free Seconds
1997	99.902%	99.992%
1998	99.912%	99.994%
1999	99.685%	99.999%
2000	99.837%	99.999%

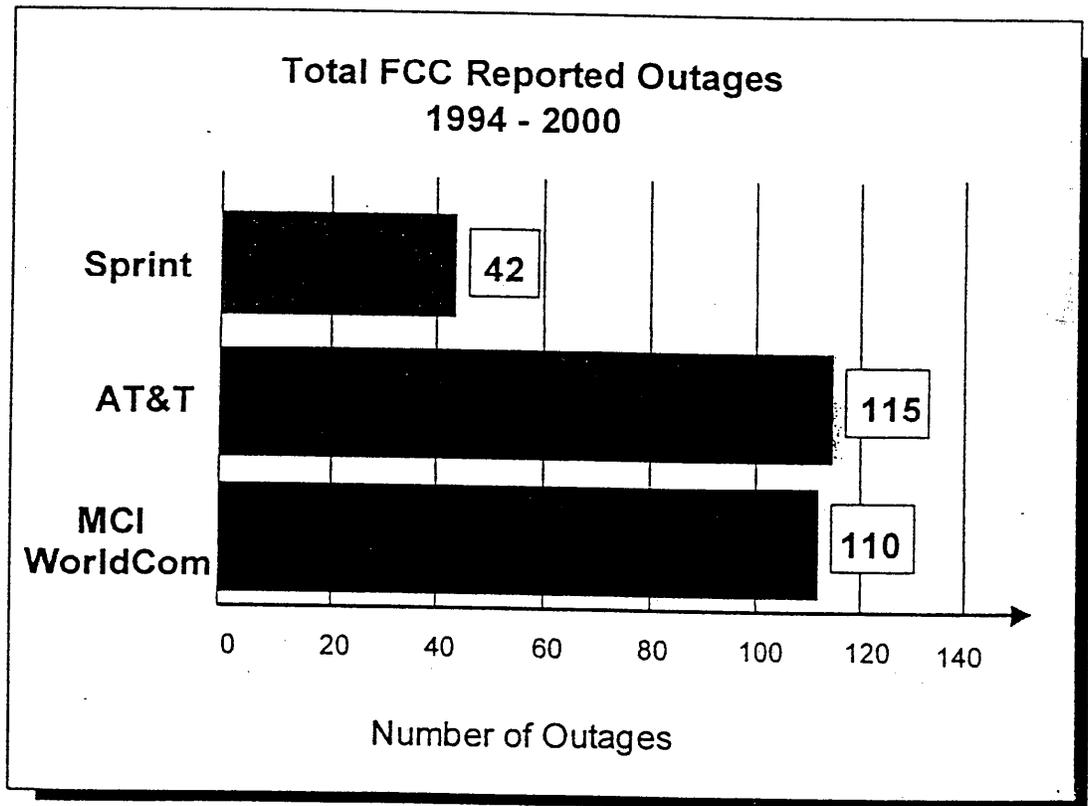
Note: Errored Second: Any second where at least one bit is errored during transmission.
 Sprint standard: Error Free Seconds – 99.940% which is equivalent to 52 errored seconds per day.
 Sprint standard: Availability – 99.980% which is equivalent to 17 failed seconds per day.

In the case of a fiber-cut or network failure, the SONET (Synchronous Optical Network) transport equipment Sprint has deployed has logic at the site to reverse the flow of traffic and restore service in milliseconds. We expect the new SONET transmission equipment to generate at least 25% fewer electronics failures, and SONET will also require less optical transmission equipment. This gives Sprint fewer potential points of failure.

Despite devastating conditions in disasters such as the 1998 hurricanes—Bonnie and George—Sprint maintained operation of its long distance network at all times. Sprint's standard monitoring and controlling of the environmental support systems in switch sites allows for warning signals to be sent to on-site personnel. This action is key to ensuring network survivability.

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For the fourth straight year among the major telecommunications carriers, Sprint holds the top spot for fewest FCC reportable outages. An FCC reportable outage is one in which there are 90,000 blocked calls during the event. In total, Sprint had three FCC reportable outages in 2000. We owe this success to our very stable fiber-optic network in addition to our investment in SONET.



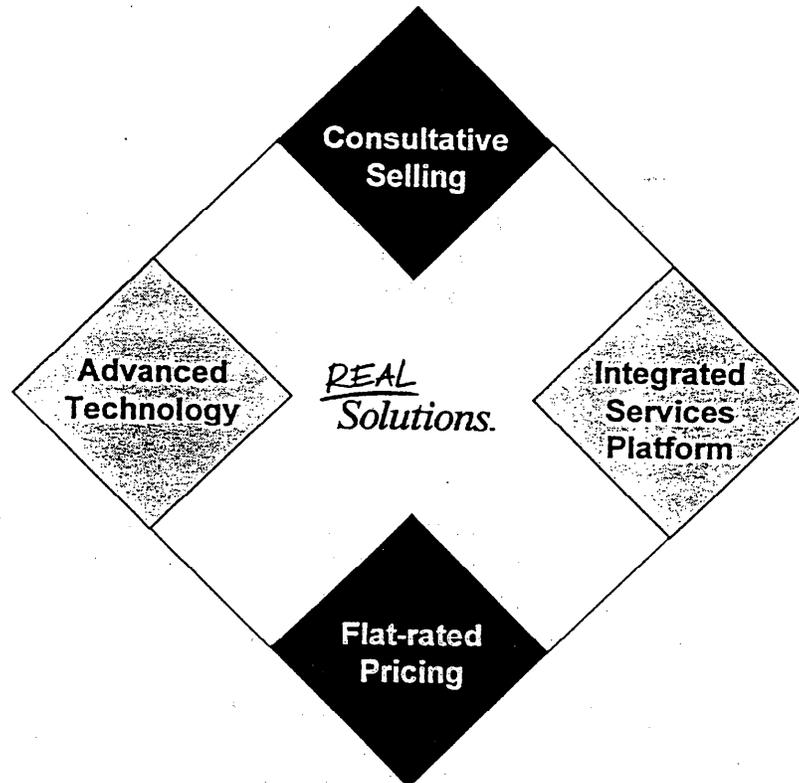
69

SECTION 3

PROPOSED BUSINESS SOLUTION

REAL SOLUTIONSSM

Real Solutions Annual is designed for businesses that are interested in applying communications technology to help them improve and expand their business opportunities. Real Solutions Annual is a comprehensive program that offers a powerful platform of products, flat-rated pricing, advanced technology, and a sales representative that is your partner.

**Tailored Solutions**

Regardless of your communications needs, you can select from Sprint's range of innovative services and integrate them into a tailored and comprehensive program. Real SolutionsSM allows you to combine your telecommunications services to achieve a higher-volume commitment level, resulting in a lower base rate on your long-distance services. These long-distance services eligible for the lower base rate include the following:

- Outbound Services
- Toll-Free Services
- Cellular (long-distance)
- Calling Card
- Switched Digital Services

Services that contribute to the higher-volume commitment level and thus a lower rate for the above-listed services include:

- IP Services
- Data Services Access
- Specified Private Line Services

Advanced Technology

Sprint's intelligent network ensures the transmission reliability and survivability that your business demands. Millisecond restorals, made possible by Sprint's unique, self-healing Synchronous Optical Network (SONET) rings, provide unsurpassed reliability.

For more than 20 years, Sprint has been instrumental in bringing about the industry's most significant advancements in data technology. Sprint is the market leader in packet/cell-based services and was the first carrier to offer businesses dial-up access to the Internet. In a recent independent survey that rated major and local telecommunications providers, Sprint was ranked overall "best value" in data communications.

Pricing

Real SolutionsSM offers a clear and simple pricing structure with long-distance rates based on the combined usage of your communications services. Real SolutionsSM is based on economical flat rates for long-distance calling, regardless of the time of day. County of McLean, IL will qualify for competitive rates based on your annual expenditures and the length of your term agreement. Annual commitment levels are ideal for businesses whose telecommunications calling patterns vary throughout the year. As your usage increases, Sprint will notify County of McLean, IL when you are eligible to earn even lower rates on your long-distance services.

With Real SolutionsSM, you are assured of a communications program that adapts and changes with your growing business.

SECTION 4

IMPLEMENTATION

SWITCHED SERVICE IMPLEMENTATION

Sprint is committed to providing the highest quality in service implementation to McLean County. Sprint will secure the appropriate resources to ensure an expedient and thorough implementation of your Sprint service. The following outlines the steps involved in implementing switched service.

- McLean County selects Sprint as telecommunications partner.
- McLean County signs sales agreement, credit application, and switched services order form.
- Sprint forwards information via magnetic tape to the local telephone company to begin conversion.
- The local telephone company confirms with Sprint that the line information provided is accurate, and gives progress reports on the status of the account.
- Sprint checks all of your lines to ensure that they have been changed to Sprint.

The average time frame for installation is 10-15 business days, although it may be reduced by expediting certain steps in the process.

DEDICATED SERVICE IMPLEMENTATION

Sprint is committed to providing the highest quality in service implementation to McLean County. Sprint will secure the appropriate resources to ensure an expedient and thorough implementation of your Sprint service. The following outlines the steps involved in implementing dedicated service.

- McLean County selects Sprint as telecommunications partner.
- McLean County, Sprint, and equipment vendor meet to formulate cut-over schedule and exchange technical information pertinent to cross-connect.
- Sprint performs site survey.
- Sprint enters order for services and establishes credit line.
- Order is sent to local telephone company for local loop.
- Sprint receives firm order commitment date from local telephone company for local loop (T1).
- Local telephone company installs T1 and turns over to Sprint.
- Sprint tests T1 and releases for cross-connect.
- McLean County, Sprint, and equipment vendor cross-connect T1 and conduct test of services.

The average time frame for installation is 30-45 business days, although it may be reduced by expediting certain steps in the process.

SECTION 5

CUSTOMER SUPPORT

RESOURCE: SPRINT

Telecommunications technology is becoming increasingly complex. As a vital component of your business, your telecommunications services should be entrusted to a company who is expert in its field, a company that cares about you and your business. Allow Sprint to be your telecommunications resource.

Service is at the heart of our *Resource: Sprint* commitment to offer hassle-free, caring, and responsive customer service. Our commitment doesn't stop after the sale. We work in partnership with you so that, as your business changes and grows, we will ensure that we are continuing to meet your needs, to keep you on the leading edge of telecommunications quality, performance, and efficiency, and to help you improve your business productivity.

Service means making life simple: keeping the burden of responsibility in our court, not yours, and recognizing that every demand unmet, every extra second of effort required, is a hidden cost imposed. That means empowering our service and technical support people to provide answers, to fix problems, to take action—quickly, effectively, and with imagination and initiative.

Just to make our commitment to you perfectly clear, here it is in writing—exactly what you can (and should) expect of us.

- Crystal-clear sound quality of the only nationwide 100% digital, fiber-optic network on every call.
- Courteous and efficient customer service, 24 hours a day.
- Complete operator services from any phone.
- Long-distance directory assistance.
- International calling to any direct-dial country in the world.
- International calling to the U.S. from countries around the world via an English-speaking Sprint operator.
- A complete range of services to meet your every telecommunications need.

In short, you can expect quality, simplicity, flexibility, hassle-free service, and a caring and customer-oriented support team.

CUSTOMER SERVICE

Our commitment doesn't stop after the sale. We work in partnership with you so that, as your business changes and grows, we will ensure that we are continuing to meet your needs, keeping you on the leading edge of telecommunications quality, performance, and efficiency, and helping improve your business productivity.

Sprint's Business Service Center has locations in Atlanta, GA; Reston, VA; Dallas, TX; and Denver, CO and maintains normal business hours, Monday through Friday. Each Specialist has an individual 800 number which will allow County of McLean, IL to reach them directly.

Your Service Associate can perform the following functions:

- Switched service add-ons and disconnects
- Conversions and consolidations
- Maintenance changes (i.e., name and address)
- Adding, canceling or changing features
- Toll-Free and FONCARD maintenance administration
- Tax exempt coding
- Discount and term plan updates
- Class of service maintenance
- Invoice inquiries and disputes
- Verification of carrier selection with local exchange company

Service means making life simple: keeping the burden of responsibility in our court, not yours, and recognizing that every demand unmet, every extra second of effort required, is a hidden cost imposed. That means empowering our service and technical support people to provide answers, to fix problems, to take action—quickly, effectively, and with imagination and initiative.

Trouble Reporting

Although the Sprint network is built on an extraordinarily engineered system of hardware and software, we realize that service problems can occur. It is important for you to report service problems as soon as possible so that the appropriate service personnel can isolate the problem for quick and efficient resolution.

The following steps outline the procedure for reporting service problems.

1. Call the Service Management Center (SMC) at (800) 877-5045
2. Be prepared to provide the following information:
 - Your name, telephone number, circuit number or private line number, and account number.
 - Telephone number of the originating call.
 - Telephone number dialed.
 - Number of call attempts.
 - Nature of the problem.
 - Time of the occurrence.
 - Recorded Voice Announcement (RVA) and five-digit ID code.
 - 14-digit FONCARD, or account code, if applicable.
3. Obtain a Trouble Ticket Number

When you call, the SMC will assign you a trouble ticket number. The SMC will keep you apprised of the status of your problem and will notify you as soon as it is resolved.

If you are ever out of service (unable to place any long distance calls), you can expect resolution or a status update within four hours of the time you first report a problem to us. If these standards cannot be met, the SMC will escalate the problem to a higher management level within Sprint for priority resolution.

Our intent is to always resolve your problem in a timely manner with the least possible impact to your normal business operations. If we are not performing to your standards, please let us know. We care about your business.

SERVICE MANAGEMENT CENTER

Although the Sprint network is built on an extraordinarily engineered system of hardware and software, we realize that service problems can occur. The Service Management Center (SMC) provides support for dial access, dedicated access, private line, and our packet data network. The SMC receives trouble reports, issues trouble tickets, and provides problem resolution. The Service Management Center performs the following functions:

- Receives trouble reports from the customer and collects all information necessary to support timely resolution.
- Provides on-line chronic identification and analysis at the time of ticket entry.
- Tracks resolution activity via the Trouble Reporting System (TRS) and Customer Information System (CIS).
- Coordinates maintenance activities with the customer, the appropriate Technical Operations Center (TOC), the Network Operations Control Center (NOCC), and the various LECs and Bell Operating Companies as needed.
- Obtains trouble report status updates and closure information from the TOCs and/or TRS.
- Escalates resolution activities as required to the appropriate Sprint operations management levels.
- Provides trouble report status feedback to the customer on a periodic basis, including the reporting and verification of trouble report closures. In critical situations, this information is also provided to the account team.
- Communicates and coordinates trouble report information to the appropriate technical support group.

It is important for you to report service problems as soon as possible so that the appropriate service personnel can isolate the problem for quick and efficient resolution. The following steps outline the procedure for reporting service problems.

1. Call the Service Management Center at (800) 877-5045 or (404) 649-7600.
2. Provide the information necessary for the SMC to identify, analyze, and resolve the problem. The information you provide will be determined by the type of service you have and can include any of the following.
 - Your name, your company name, telephone number, circuit number or private line number, and account number.
 - Site contact person(s) and phone number(s).

- Host contact person(s) and phone number(s).
 - Date and time of the occurrence.
 - Telephone number of the originating call.
 - Telephone number dialed.
 - Network address or access number dialed.
 - Number of call attempts.
 - Description of the problem (e.g., symptoms, error messages).
 - Status of lights on the modem (if available).
 - Any actions taken in an attempt to restore service.
 - Recorded Voice Announcement (RVA) and five-digit ID code.
 - 14-digit FÖNCARD or account code.
 - Any special instructions or requirements that may impact service restoral (e.g., hours of access, alternate contact information).
3. Obtain a Trouble Ticket Number

When you call, the SMC will assign you a trouble ticket number, keep you apprised of the status of your problem, and notify you as soon as it is resolved.

The SMC will assign the proper severity to the trouble based on the information you provide at the time of ticket entry. Each ticket severity has its own established escalation procedures to ensure efficient, prompt trouble resolution. Our intent is to always resolve your problem in a timely manner with the least possible impact to your normal business operations.

SECTION 6

INVOICING AND MANAGEMENT REPORTING

FONVIEW®

FONVIEW® is Sprint's PC-based software for billing analysis that allows you to manage all your Sprint long-distance communications expenses on your desktop, all on the Windows platform. Complete monthly information on all Sprint voice products and services, including call detail records, is available for each Sprint service in your billing hierarchy. FONVIEW® contains the same information that is found on your paper invoice and can be ordered at a variety of levels in the billing hierarchy to support different information/reporting requirements.

FONVIEW® offers a variety of features, including the following:

FONVIEW® Features and Benefits	
At-A-Glance Consolidated Invoice	With a simple touch of a button, County of McLean, IL can review your entire consolidated invoice.
Multi-tasking	FONVIEW® allows you to work on more than one project concurrently.
Easy Data Loading	Data loading with FONVIEW® can be accomplished in just a few minutes with a touch of a button.
User friendly Tutorial	The FONVIEW® on-line tutorial provides County of McLean, IL with user friendly guidelines for easy operation.
Help Screens	With the click of a mouse, FONVIEW® help screens provide answers to your routine questions.
Easy Start Up	By clicking on a specific button, County of McLean, IL will experience simple and time saving program start up.
Customized Windows	County of McLean, IL can customize certain aspects of FONVIEW®, such as box size and colors.
Access to your Sprint Billing Hierarchy	County of McLean, IL can view your entire billing hierarchy account structures. If necessary, you may also manipulate your hierarchy (within FONVIEW®) to meet new and changing business requirements.
LAN Support	FONVIEW® operates over a Novell LAN, allowing multiple users to access the FONVIEW® data at once.
User Support	Toll-free user support is available weekdays, from 8am to 8pm Eastern Standard Time, by calling 800-786-1222.
IntraLATA Calls	FONVIEW® allows filtering of intraLATA calls and provides the capability for rebilling both intraLATA and interLATA calls.

FONVIEW® Features and Benefits	
Net Costs	FONVIEW® provides the capability to display “net costs” on call detail which could include or exclude taxes/surcharges or discounts.
Summary of Charges by Service Type	FONVIEW® offers a report that provides information across accounts by service type.
Historical Comparison	FONVIEW® offers a report which compares usage and non-usage charges for the current month to those charges in the previous month. Based on County of McLean, IL’s input parameter, FONVIEW® will generate an exception report, indicating which accounts exceeded the parameter.

FONVIEW® is available on both 3-1/2” high-density diskette and CD-ROM or via the Internet. Diskette is best utilized as the delivery media for those customers that do not have Internet access and generate less than 150,000 CDRs (Call Detail Records) per month. CD-ROM is the recommended delivery media for customers generating more than 150,000 CDRs per month. FONVIEW® for Internet is ideally suited for customers (FONVIEW® order points) that generate 50,000 or fewer CDRs per month. This size customer is targeted due to considerations for size of file and time required for download over the Internet.

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SECTION 7

PRICE PROPOSAL



Long Distance Proposal

Prepared For: *McLean County*
Contact: *Sharon Daniels*
Phone number: *309-888-5100*

Real Solutions Annual - \$12,000 annual commitment
 1 - Year Term

Long Distance Calling Rates - Outbound and Inbound

	Switched	Dedicated	Calling Card
Interstate	\$ 0.0666	\$ 0.0474	0.145
Intrastate	\$ 0.0600	\$ 0.0464	0.216
IntraLATA	\$ 0.0328	\$ 0.0208	0.216

∞
3

Real Solutions Annual - \$12,000 annual commitment
 3 - Year Term

Long Distance Calling Rates - Outbound and Inbound

	Switched	Dedicated	Calling Card
Interstate	\$ 0.0576	\$ 0.0429	0.145
Intrastate	\$ 0.0568	\$ 0.0432	0.216
IntraLATA	\$ 0.0312	\$ 0.0192	0.216

County of McLean, IL
Information Services Department
104 W. Front Street
Bloomington, IL 61701

REQUEST FOR PROPOSALS
On
Voice Communication Services - (Long Distance/Calling Card)

Exhibit A

General Conditions

- A. This account requires a single contact for all account inquiries and service requests with immediate 24/7 phone response.
- B. Direct all questions regarding the existing system configuration and/or Operation to:

Mrs. Sharon Daniels
Information Services
McLean County
104 West Front Street, Room 702
Bloomington, IL 61702-2400
(309) 888-5100 (voice)
- C. Item #4 may be awarded independent of any other item.
- D. Proposals must be received by 9:00 a.m. cst on April 3, 2002. See Section 1.4.3 for details.
- E. Delivery is required by June 1, 2002.

*****Sprint has read and understood the above requests and will comply.*****

County of McLean, IL
Information Services Department
104 W. Front Street
Bloomington, IL 61701

REQUEST FOR PROPOSALS
On
Voice Communication Services - (Long Distance/Calling Card)

We thank you in advance for your efforts and quick response to our request.

Based upon \$3000/month long distance usage, and a 1 or 3 year contract:

Item	Description
#1	Interstate Service
#2	Intrastate Inter-lata service
#3	Intrastate Intra-lata service
#4	Calling card issued by the bidder and explanation of rate(s).
#5	Dedicated Toll-Free, direct dial
#6	Dedicated Toll-Free, Intrastate

*****See "Section 7 - Price Proposal" for the above information*****

Other items for inclusion in the proposal:

- A. Bidders shall provide a concise history of their company with a summary of initial start-up, acquisitions, size of support staff and facility utilization. If the Bidder is a reseller, all underlying carriers involved in the proposal must be identified.

*****Contained in RFP Response*****

- B. The RFP response MUST include a detailed description of the company's policy for customer service representation.
1. Will a designated customer service representative be assigned to this project account. - Yes
 2. Identify the name of the service representative. - Ron Yoder
 3. Identify the base office of the customer representative. - Bloomington, IL
- * - Local Rep will be backed up by a 24/7 customer service center.

County of McLean, IL
Information Services Department
104 W. Front Street
Bloomington, IL 61701

REQUEST FOR PROPOSALS

On

Voice Communication Services - (Long Distance/Calling Card)

- C. Describe service infra-structure and customer support for 24/7 compliance. State guaranteed on-site response time of technical service representative if required by interruption of service.

*****Contained in RFP Response*****

- D. List at least three (3) references we may contact to whom you provide service that have an installed base of at least 400 phones.

*****Sprint provides voice and data services to thousands of satisfied customers nationwide. Reference checks are generally a final step in a prospective customer's selection process. Rather than providing references on the front side, Sprint prefers to provide them in the final stages of this process. This is done in consideration of the valuable time of our customers. The same courtesy will be extended to McLean County should you become a customer. We look forward to providing these references to you at the final stages of your selection process.*****

- E. Describe the exact nature of all billing options. If billing is available in an electronic format, describe whether the data is able to be sorted by various categories or able to be manipulated. Describe exactly what file type the data is provided in. Include the following:

1. Billing increments for calls.

18-second minimum, 6-second increments

2. Paper and/or electronic documentation.

Sprint offers both types as an option. The billing on CD only is \$10 monthly. Billing on CD with a paper invoice is \$25 per month. There is no charge for paper billing.

3. The ability to group departments by assigned DID numbers.

DID numbers are a function of your local telephone provider. Sprint offers Accounting Codes as another way to break out individual usage as well as phone number.

4. Consolidation of all locations (Health Building, Highway Building, Law & Justice Center) with the expansion of new locations.

Sprint has read and understood and will comply.

F. Describe any and all one-time and/or monthly charges for the following:

1. DID Numbers (Include a description of the ability to transfer and Utilize the existing DID block reserved for the County)

Sprint does not charge an installation or one-time fee to begin service. The reserved DID block would be controlled by the local telephone company. In the event that a new block of numbers would be added, the list would need to be provided to Sprint if those lines will be used for long distance calls. If they are simply DID numbers that are "inbound only" all traffic would be picked up on the trunks used for outgoing calls.

2. Verified account codes

Verified Account Codes are \$10 per month with a \$20 setup fee.

G. Explain any options for volume commitment contracts with the following details:

1. Volumes measurement by net or gross dollars

Volume is measured in Gross dollars before discount.

2. Define monthly or annual time-line

Volume is figured annually.

3. Conditions and penalties for early termination

Termination penalties would be equal to the unmet annual commitment for the contract term length.

4. Upgrade policy and options

McLean County would have the option at any time to increase its volume commitment as long as the new term length was equal to or beyond the remaining time on the existing term length.

County of McLean, IL
Information Services Department
104 W. Front Street
Bloomington, IL 61701

REQUEST FOR PROPOSALS
On
Voice Communication Services - (Long Distance/Calling Card)

Due Wednesday, April 3, 2002, 9:00 A.M. (CST)

Summary Sheet

Instructions:

Fill out this form only for the Items that are being Proposed. Fully explain the exception on a separate page and attach to this summary sheet. Reference Item number on each attachment for ease of identification and clarification. Please return as part of the Proposal this sheet, the following sheet with your signature, and the rest of the body of your information and proposal.

<u>Item</u>	<u>Description</u>	(1 Yr Contract) Rate per min	(3 Yr Contract) Rate per min
#1	Interstate Service	_See Section 7 for Rates_	
#2	Intrastate Inter-lata service	_See Section 7 for Rates_	
#3	Intrastate Intra-lata service	_See Section 7 for Rates_	
#4	Calling card issued by the bidder and explanation of rate(s).	_See Section 7 for Rates_	
#5	Dedicated Toll-Free, direct dial	_See Section 7 for Rates_	
#6	Dedicated Toll-Free, Intrastate	_See Section 7 for Rates_	

Summary Sheet

(Continued)

By signing this sheet you acknowledge that you are an authorized agent of the Vendor and the Vendor agrees to abide by the terms specified in the RFP.

Vendor Name: Sprint

Address: 2203 E Empire

City, State and Zip: Bloomington, IL 61704

Phone: 309-664-7203

Printed Name of Agent: Ron Yoder

Email of Agent: ron.s.yoder@mail.sprint.com

Signature of Agent: 

Title: Senior Account Manager

Date: 4/3/02

Thursday February 7, 6:00 am Eastern Time

Press Release

SOURCE: Sprint

Sprint Leads Major Carriers for Sixth Straight Year with Fewest FCC-Reportable Outages

Deployment of SONET Rings Primarily Credited for Milestone

KANSAS CITY, Mo., Feb. 7 /PRNewswire-FirstCall/ -- Sprint (NYSE: FON - news, PCS - news) announced today that for the sixth consecutive year its long-distance network had the fewest Federal Communications Commission-reportable outages of the top three long-distance companies.

(Photo:

<http://www.newscom.com/cgi-bin/prnh/20001013/SPRINTLOGO>)

In 2001, Sprint reported five outages, compared to the eight and 20 experienced by its primary competitors. An FCC-reportable outage is one in which there are a minimum of 90,000 blocked calls during an event that lasts at least 30 minutes.

The primary reason behind Sprint's success in restoring communications traffic so efficiently has been its deployment of SONET, or Synchronous Optical NETWORK, technology in survivable rings. A break in a SONET ring triggers traffic to reverse direction in milliseconds to reach its intended destination. Sprint pioneered the concept of "service consistency" in the mid-1990s with its SONET deployment, setting the industry standard of millisecond restoration times and making nearly all fiber cuts and electronics failures transparent to its customers.

"Businesses and consumers want their data and voice communications to ride on a network that can survive fiber cuts, electronics failures and other similar events," said Don Hallacy, president of Technology Services at Sprint. "Sprint's track record in handling these events -- and in being able to reroute network traffic in milliseconds -- is the result of realizing and unleashing the power of SONET technology both early and aggressively."

And, Hallacy adds, "As Sprint moves to even newer technologies such as mesh networks, it will insist on the survivability attributes of SONET first pioneered by the company."

"The dramatic upswing in the outsourcing of mission-critical systems has made network uptime more important than ever before," said Len Lauer, president of Sprint's Global Markets Group. "Our unmatched outage record announced today, combined with our industry-leading Service Level Agreements, means our customers can rest assured their network and applications will be operational and available."

About Sprint

Sprint is a global communications company serving more than 23 million business and residential customers in more than 70 countries. With 80,000 plus employees worldwide and more than \$26 billion in annual revenues, Sprint is widely recognized for developing, engineering and deploying state of the art network technologies, including the United States' first nationwide all-digital, fiber-optic network. Sprint's award-winning Tier 1 Internet backbone is being extended to key global markets to provide customers with a broad portfolio of scalable IP products. Sprint's high-capacity, high-speed network gives customers fast, dependable, non-stop access to the vast majority of the world's Internet content. Sprint also operates the largest 100-percent digital, nationwide PCS wireless network in the United States, already serving the majority of the nation's metropolitan areas including more than 4,000 cities and communities.

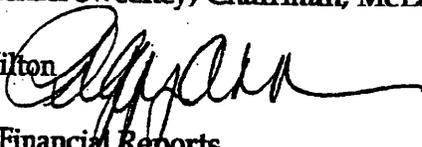
SOURCE: Sprint

Members Sommer/Kinzinger moved the County Board approve a Request for Approval to Award Long Distance and Calling Card Services - As Recommended by Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:



PEGGY ANN MILTON
COUNTY CLERK
(309) 888-5190
Voter's Registration (309) 888-5186
Tax Extension (309) 888-5187
Fax (309) 888-5932
104 W. Front Room 704 P.O. Box 2400 Bloomington, Illinois 61702-2400

DATE: April 11, 2002
TO: Honorable Michael Sweeney, Chairman, McLean County Board
FROM: Peggy Ann Milton 
RE: Semi-Annual Financial Reports

Please be advised that the July 1, 2001 through December 31, 2001 Semi-Annual Financial Reports are on file in the McLean County Clerk's office for the following McLean County Departments:

- Circuit Clerk
- Clerk
- Coroner
- Recorder
- Sheriff

Please notify the County Board accordingly.

Thank you.

cc: John Zeunik

Members Sommer/Berglund moved the County Board approve a Report Received from County Clerk - Semi Annual Financial Reports for the Following McLean County Departments for July 1, 2001 through December 31, 2001 are on File in the County Clerk's Office.

- 1) Circuit Clerk
- 2) Clerk
- 3) Coroner
- 4) Recorder
- 5) Sheriff

Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report can be found on pages 84-102. Member Sommer introduced Heather Matthews.

PROPERTY COMMITTEE:

Member Salch, Chairman, introduced Sammie Brown who will represent the Property Committee. Ms. Brown stated the Property Committee has no items to be presented for action and the General Report can be found on pages 103-120.

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FINANCE COMMITTEE:

Member Sorensen, Chairman, introduced Ben Backsreier from Trinity Lutheran. Member Sorensen then presented the following:

An Ordinance of the McLean County Board
Amending the 2002 Combined
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2002 appropriation in Fund 0105 Preventive Health, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0034 Illinois Health and Wellness - in Fund 0105, Department 0061, Program 0067, and increasing the appropriation by \$4,000 from \$0 to \$4,000.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0612-0003	Educational Supplies	\$ 12,978	\$ 1,250	\$ 14,228
0629-0001	Printed Forms	\$ 1,284	\$ 500	\$ 1,784
0630-0001	Postage	\$ 500	\$ 100	\$ 600
0701-0001	Advertising/Legal Notices	\$ 12,929	\$ 1,200	\$ 14,129
0793-0001	Travel	\$ 5,500	\$ 50	\$ 5,550
0773-0001	Special Services	\$ 1,718	\$ 900	\$ 2,618
TOTALS:		\$ 34,909	\$ 4,000	\$ 38,909

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

Adopted by the County Board of McLean County this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean


Michael F. Sweeney Chairman of the
McLean County Board

Project Description:

The "Straight From the Heart" project will be funded through a \$4,000 mini-grant from the Illinois Department of Public Health, Office of Women's Health. The funding period is March 1, 2002 through June 20, 2002. The project will be a collaborative effort on the part of the Cardiovascular IPLAN Task Force to provide low socioeconomic status minority women in our community with the information and resources necessary to play an active role in reducing their risk of heart disease. We will accomplish this by providing a one-day event for these women to learn about heart disease, obesity/overweight, nutrition, physical activity, body image/self esteem, and stress management through educational sessions, one-on-one interaction with community agencies and health professionals, and health screenings. Health screenings will be provided by the OSF St. Joseph Center for Healthy Lifestyles and will include: cholesterol, glucose, blood pressure, and body composition. The participants will also learn about resources in the community such as medical assistance programs available through the Community Health Care Clinic and John M. Scott Health Resource Center.

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Amending the Fiscal Year 2002 Appropriation and Budget Ordinance for Fund 0105 - "Straight from the Heart" Project - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
 Amending the 2002 Combined
 Appropriation and Budget Ordinance for Fund 0113

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2002 appropriation in Fund 0113 S.P.I.C.E. Grant, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to decrease revenue line 0410-0082 MARC Center - in Fund 0113, Department 0061, Program 0062, and decreasing the appropriation by \$18,824 from \$21,535 to \$2,711.
2. That the County Auditor is requested to decrease the appropriations of the following line-item accounts in Fund 0113, Department 0061, Program 0062, S.P.I.C.E. Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	REDUCE	NEW AMOUNT
0515-0001	Part-Time Salaries	\$ 18,670	\$16,335	\$ 2,335
0599-0001	County IMRF	\$ 784	\$ 687	\$ 97
0599-0003	Social Security	\$ 1,428	\$ 1,249	\$ 179
0612-0003	Educational Supplies	\$ 50	\$ 40	\$ 10
0622-0001	Medical/Nursing Supplies	\$ 23	\$ 23	\$ 0
0629-0001	Printing	\$ 65	\$ 55	\$ 10
0718-0001	Schooling/Confarance	\$ 385	\$ 335	\$ 50
0793-0001	Travel	\$ 30	\$ 15	\$ 15
0795-0001	Telephone	\$ 100	\$ 85	\$ 15
TOTALS:		\$ 21,535	\$18,824	\$ 2,711

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

Adopted by the County Board of McLean County this 16 day of April, 2002.

ATTEST:

APPROVED:

Peggy Ann Milton

Michael F. Sweeney

Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean

Michael F. Sweeney Chairman of the McLean County Board

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A Resolution Amending the Fiscal Year 2002 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2002 McLean County Combined Appropriation and Budget Ordinance for Fund 0113.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 20, 2001 which became effective on January 1, 2002; and,

WHEREAS, it becomes necessary to decrease the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with contract adjustments with the MARC Center for S.P.I.C.E. services;

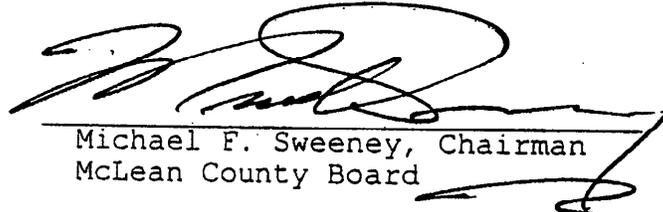
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual		Now	New
				FTE	Months		
Reduce	0113-0061	0062	0515-8015	.56	10.5	.56	.07

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

Adopted by the County Board of McLean County this 16 day of April 2002.

APPROVED


 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:


 Peggy Ann Milton, Clerk of McLean County
 Board of the County of McLean
 adm\budg\02ffespice

Members Sorensen/Emmett moved the County Board approve a Request for Approval of an Ordinance Amending the Fiscal Year 2002 Combined Appropriation and Budget Ordinance and a Resolution Amending the Fiscal Year 2002 McLean County FTE Position Resolution both for Fund 0113 - S.P.I.C.E. Program - Health Department. Member Segobiano abstained from voting. Clerk Milton shows all other Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, The County of McLean, Illinois, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Municipality*"); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly *50 Illinois Compiled Statutes 2000, 465/1 et seq.*, as supplemented and amended (the "*Act*"), the Municipality is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the Municipality; and

WHEREAS, the Municipality has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2000, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and pursuant to the Act, one or more public agencies (whether or not any of them are home rule units) may join together or cooperate with one another in the exercise, either jointly or otherwise, of any one or more of the powers conferred by the Act or other enabling acts or powers pursuant to a written agreement, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the Municipality to enter into an Inter-

governmental Cooperation Agreement (the "*Cooperation Agreement*") dated as of April 1, 2002, by and among the Municipality and certain other municipalities named therein (the "*Municipalities*"), to provide for the joint issuance of such revenue bonds to aid in providing an adequate supply of residential housing in such Municipalities (the "*Program*"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, and the City of Springfield, Sangamon County, Illinois, jointly (the "*Issuers*"), propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds, Series 2002 in an aggregate principal amount not to exceed \$250,000,000 (the "*Bonds*") in one or more series to obtain funds to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the Government National Mortgage Association ("*GNMA*"), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the "*FNMA Securities*") of the Federal National Mortgage Association ("*FNMA*"), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the "*FHLMC Securities*") of the Federal Home Loan Mortgage Corporation ("*FHLMC*"), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the "*Mortgage Loans*"), on behalf of the Municipality and the other Municipalities all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the County Clerk of the Municipality has caused a notice of public hearing with respect to the plan of finance of the costs of the Program through the issuance of the Bonds to be published in *The Pantagraph*, a newspaper of general circulation in the Municipality, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), on March 1, 2002, and appropriately designated hearing officers of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Belleville, St. Clair County, Illinois, the

City of Champaign, Champaign County, Illinois, and the City of East Moline, Rock Island County, Illinois, have conducted said combined public hearing on March 18, 2002; and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. That it is the finding and declaration of the County Board of the Municipality that the issuance of the Bonds by the Issuers is advantageous to the Municipality, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly the Act, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; that the determination and definition of "maximum home value," "minimum home value," "persons of low and moderate income" and the other standards required by the Act are set forth in the origination and servicing agreement referred to in the Cooperation Agreement; and that, by the adoption of this authorizing ordinance, the County Board of the Municipality hereby approves the issuance of the Bonds for the purposes as provided in the preamble hereto, the text hereof and the notice of public hearing referred to in the preamble hereto, which notice is hereby incorporated herein by reference, and the conduct of the combined public hearing referred to in the preamble hereto, which public approval shall satisfy the provisions of Section 147(f) of the Code.

Section 2. That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the County Board Chairperson of the Municipality be, and is hereby, authorized, empowered and directed to execute, and the

County Clerk of the Municipality be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Municipality to, the Cooperation Agreement in the name and on behalf of the Municipality, and thereupon to cause the Cooperation Agreement to be delivered to the other Municipalities; that the Cooperation Agreement is to be in substantially the form presented to and before this meeting and hereby approved or with such changes therein as shall be approved by the officer of the Municipality executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the Municipality, and shall be available for public inspection at the principal office of the Municipality.

Section 3. That the County Board Chairperson, the County Clerk and the proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

Section 4. That all acts of the officers, officials, agents and employees of the Municipality heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, be, and the

same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of public hearing.

Section 5. That the Municipality hereby allocates all unified volume cap received or to be received by the Municipality from the Office of the Governor of the State of Illinois, if any, pursuant to the request made by the Municipality on January 2, 2002, to the issuance of the Bonds; and that the Municipality, by the adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been allocated to any other bond issue or transferred back to the Office of the Governor or otherwise.

Section 6. That after the Cooperation Agreement is executed by the Municipality, this authorizing ordinance shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 7. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

Section 8. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Presented, passed, approved and recorded by the County Board of The County of McLean, Illinois, this 16th day of April, 2002.

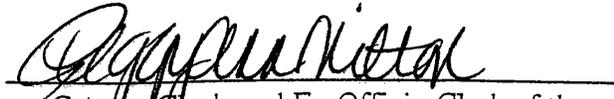
Approved:



County Board Chairperson

[SEAL]

Attest:



County Clerk and Ex Officio Clerk of the County Board



Ayes: _____

Nays: _____

Absent or Not Voting: _____

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "*Cooperation Agreement*") dated as of April 1, 2002, by and among the VILLAGE OF ADDISON, DUPAGE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Addison*"), the VILLAGE OF ALSIP, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Alsip*"), the CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Aurora*"), the VILLAGE OF BARTONVILLE, PEORIA COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bartonville*"), the CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belleville*"), the CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belvidere*"), the VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bridgeview*"), the VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Carol Stream*"), the VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Carpentersville*"), the CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign*"), the CITY OF CHARLESTON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Charleston*"), the VILLAGE OF CHICAGO RIDGE, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Chicago Ridge*"), the TOWN OF CICERO, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cicero*"), the CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Collinsville*"), the CITY OF CREST HILL, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Crest Hill*"), the VILLAGE OF CREVE COEUR, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Creve Coeur*"), the CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Crystal Lake*"), the CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Danville*"), the CITY OF DECATUR, MACON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws

of the State of Illinois ("*Decatur*"), the CITY OF DEKALB, DEKALB COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeKalb*"), the VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly authorized and validly existing under the Constitution and the laws of the State of Illinois ("*Dolton*"), the CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Moline*"), the CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Peoria*"), the CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Edwardsville*"), the CITY OF ELGIN, COOK AND KANE COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Elgin*"), the CITY OF EVANSTON, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Evanston*"), the CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Freeport*"), the VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Godfrey*"), the CITY OF HARVEY, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Harvey*"), the CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Joliet*"), the VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Justice*"), the CITY OF KANKAKEE, KANKAKEE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kankakee*"), the VILLAGE OF LANSING, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lansing*"), the CITY OF LASALLE, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*LaSalle*"), the CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lockport*"), the CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Loves Park*"), the VILLAGE OF MACHESNEY PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Machesney Park*"), the CITY OF MARQUETTE HEIGHTS, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Marquette Heights*"), the CITY OF MATTOON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Mattoon*"), the CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the Laws of the State of Illinois ("*McHenry*"), the CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and laws of the State of

Illinois ("*Mendota*"), the VILLAGE OF MINOOKA, GRUNDY, KENDALL AND WILL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Minooka*"), the VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Montgomery*"), the VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Mundelein*"), the CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Naperville*"), the VILLAGE OF NORTH PEKIN, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*North Pekin*"), the VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Oak Park*"), the VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Park Forest*"), the CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Pekin*"), the CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria*"), the VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria Heights*"), the CITY OF PERU, LASALLE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peru*"), the CITY OF PRINCETON, BUREAU COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Princeton*"), the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rantoul*"), the VILLAGE OF ROBBINS, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Robbins*"), the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rochelle*"), the CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockford*"), the VILLAGE OF ROCKTON, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockton*"), the VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Romeoville*"), the VILLAGE OF ROUND LAKE BEACH, LAKE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Round Lake Beach*"), the CITY OF ST. CHARLES, DUPAGE AND KANE COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*St. Charles*"), the VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois

("Schaumburg"), the VILLAGE OF SHOREWOOD, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Shorewood"), the CITY OF SOUTH BELOIT, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("South Beloit"), the CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Springfield"), the CITY OF SYCAMORE, DEKALB COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Sycamore"), the VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Tinley Park"), the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Urbana"), the CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Washington"), the CITY OF WOODRIDGE, DUPAGE AND WILL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Woodridge"), the CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Wood River"), and the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Yorkville"); CHAMPAIGN COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Champaign County"), DEKALB COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("DeKalb County"), DUPAGE COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("DuPage County"), LAKE COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Lake County"), MACON COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Macon County"), MADISON COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Madison County"), MCHENRY COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("McHenry County"), MCLEAN COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("McLean County"), PEORIA COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Peoria County"), and TAZEWELL COUNTY, ILLINOIS, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("Tazewell County").

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among

themselves in any manner not prohibited by law or by ordinance, and to use their credit, revenues and other reserves to pay cash and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2000, 220/1 et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Addison, Alsip, Aurora, Bartonville, Belleville, Belvidere, Bridgeview, Carol Stream, Carpentersville, Champaign, Charleston, Chicago Ridge Cicero, Collinsville, Crest Hill, Creve Coeur, Crystal Lake, Danville, Decatur, DeKalb, Dolton, East Moline, East Peoria, Edwardsville, Elgin, Evanston, Freeport, Godfrey, Harvey, Joliet, Justice, Kankakee, Lansing, LaSalle, Lockport, Loves Park, Machesney Park, Marquette Heights, Mattoon, McHenry, Mendota, Minooka, Montgomery, Mundelein, Naperville, North Pekin, Oak Park, Park Forest, Pekin, Peoria, Peoria Heights, Peru, Princeton, Rantoul, Robbins, Rochelle, Rockford, Rockton, Romeoville, Round Lake Beach, City of St Charles, Schaumburg, Shorewood, South Beloit, Springfield, Sycamore, Tinley Park, Urbana, Washington, Woodridge, Wood River and United City of Yorkville (collectively, the "*Municipalities*") are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, in the case of the Municipalities which are home rule units of government, *65 Illinois Compiled Statutes 2000, 5/11-74.5-1 et seq.*, as supplemented and amended, in the case of the Municipalities which are municipalities, but are not home rule units of government, and *50 Illinois Compiled Statutes 2000, 456/1 et seq.*, as supplemented and amended, in the case of Municipalities which are counties, each Municipality has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the mortgage loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, the Municipalities have determined that it is necessary and desirable to have Aurora and/or Springfield (the "*Issuers*") issue such revenue bonds on behalf of all of the Municipalities for the purpose of financing and purchasing mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the Municipalities (the "*Program*"); and

WHEREAS, to provide for the Program, the Issuers propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds in one or more series in an aggregate principal amount not to exceed \$250,000,000 (the "*Bonds*") on behalf of all of the Municipalities to obtain funds to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the Government National Mortgage Association ("*GNMA*"), evidencing a guarantee by GNMA of timely payment of, mortgage-backed securities (the "*Fannie Mae*

Securities”) of the Federal National Mortgage Association (“*Fannie Mae*”), evidencing a guaranty by Fannie Mae of timely payment of, and mortgage-backed securities (the “*FHLMC Securities*”) of the Federal Home Loan Mortgage Corporation (“*FHLMC*”), evidencing a guaranty by FHLMC of timely payment of, monthly principal of and interest on certain qualified mortgage loans under the Program (the “*Mortgage Loans*”), all under and in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, 30 *Illinois Compiled Statutes 2000, 345/6 et seq.*, as supplemented and amended, permits the corporate authorities of any home rule unit of government to reallocate its private activity bond allocation to another home rule unit, and to allocate volume cap which has been allocated to it toward the issuance of the Bonds, subject to certain restrictions, guidelines and procedures, which guidelines and procedures also permit units of government (including without limitation non-home rule units of government) to allocate volume cap which has been allocated to it toward the issuance of the Bonds and to pool allocations of volume cap received from the Office of Governor of the State of Illinois;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Municipalities hereby agree, as follows:

Section 1. Bonds/Approval. The Issuers (or either of them) hereby agree to issue the Bonds in one or more series on behalf of all of the Municipalities, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing GNMA Securities, Fannie Mae Securities and FHLMC Securities to finance mortgage loans for single family residences for low and moderate income persons within the corporate boundaries of each Municipality, to pay interest on the Bonds and to pay the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be agreed upon by the Issuers and approved by ordinances of the respective governing bodies of each Issuer (or either of them). The proceeds of the Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by ordinances of the respective governing bodies of each Issuer (or any of them). Each Municipality hereby ratifies the conduct of the combined public hearing held in connection with the issuance of the Bonds, and hereby approves the issuance of the Bonds as described in the notice of public hearing published in connection with the issuance of the Bonds (which is hereby incorporated by reference).

Section 2. Transfer and Allocation of Unified Volume Cap. Certain Municipalities which are home rule units of government, other than the Issuers, hereby transfer to the Issuers and/or allocate unified volume cap that they have reserved to issue private activity bonds, as set forth in *Exhibit A* attached to and made a part of this Cooperation Agreement. Certain Municipalities which are not home rule units of government have received allocation of unified volume cap from the State of Illinois as set forth in *Exhibit A* attached to and made a part of this Cooperation Agreement. The Municipalities, including without limitation the Issuers, hereby

allocate the unified volume cap referred to in this Section to the issuance of the Bonds. Each Municipality that has received or hereafter receives an allocation of unified volume cap from the State of Illinois for the Program, after January 1, 2002, for calendar year 2002, as set forth in *Exhibit A* attached hereto and made a part hereof, which Exhibit may be supplemented from time to time by exclusive action of any Issuer in the event that volume cap is received by a Municipality after the date hereof, hereby allocates such volume cap to the issuance of the Bonds.

Section 3. Allocation of Program Allocation. The origination and servicing agreement or agreements and the trust indenture or indentures relating to the issuance of the Bonds shall provide, that from the date of issuance of the Bonds through a date 120 days after the date of issuance of such Bonds (the "*Reservation Period*"), the proceeds of the Bonds shall be made available to each Municipality which is not a home rule unit of government in the amounts set forth in *Exhibit A* attached hereto and made a part hereof, as such *Exhibit A* may be supplemented from time to time (the "*Program Allocation*"), subject to the requirements of Section 143 of the Code. There shall be no Reservation Period for Municipalities which are home rule units of government. The Program Allocation allocated to a Municipality may not be reallocated during the Reservation Period; *provided*, that, after the Reservation Period, the trustee with respect to the Bonds may reallocate the Program Allocation in the manner set forth in the origination and servicing agreement or agreements or the trust indenture or indentures relating to the Bonds.

Section 4. Pledge of Collateral. The Issuers hereby agree to assign and pledge to the trustee with respect to the Bonds all of the GNMA Securities, the Fannie Mae Securities and the FHLMC Securities purchased with the proceeds of the Bonds. The Issuers hereby further agree to assign and pledge to such trustee all other such documents, instruments, securities and moneys as shall be approved by ordinances of the respective governing bodies of the Issuers.

Section 5. Documents and Instruments. The Issuers hereby agree to enter into all such documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation origination and servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings and closing certificates. The Issuers hereby further agree to enter into all such other documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation closing certificates.

Section 6. Absolute and Irrevocable Conditions; Amendment. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the Municipalities. This Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of all of the Municipalities, authorized by ordinances adopted by their respective governing bodies, certified copies of which shall be filed with the other Municipalities.

Section 7. Municipalities' Obligations Unconditional. The Municipalities shall have no right to terminate, cancel or rescind this Cooperation Agreement, it being the intent hereof

that the Municipalities shall be absolutely and unconditionally obligated to perform all covenants contained in this Cooperation Agreement.

Section 8. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the appropriate address set forth in *Exhibit B* attached to and made a part of this Cooperation Agreement. A duplicate copy of each notice, certificate or other communication given hereunder to any Municipality shall also be given to the others. Any Municipality, by notice given hereunder, may designate a different or further address to which subsequent notices, certificates or other communications will be sent.

Section 9. Binding Effect. This Cooperation Agreement shall inure to the benefit of and shall be binding upon the Municipalities and their respective successors and assigns.

Section 10. Severability. In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

Section 11. Further Assurances and Corrective Instruments. The Municipalities agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

Section 12. Execution in Counterparts. This Cooperation Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be original and all of which counterparts shall constitute but one and the same instrument.

Section 13. Applicable Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 14. Effective Date. This Cooperation Agreement shall be in full force and effect on April 1, 2002, or on the date when it is executed by all Municipalities, whichever is later. Time is of the essence.

Section 15. Filing of Authorizing Ordinances. Each Municipality shall file with the other Municipalities a certified copy of the ordinance adopted by the governing body of such Municipality, authorizing the execution of this Cooperation Agreement within thirty (30) days of the adoption of such ordinance.

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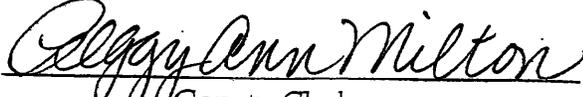
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MCLEAN COUNTY, ILLINOIS

By 
County Board Chairperson

(SEAL)

ATTEST:


County Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

By and Among

VILLAGE OF ADDISON, DUPAGE COUNTY, ILLINOIS,
VILLAGE OF ALSIP, COOK COUNTY, ILLINOIS,
CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS,
VILLAGE OF BARTONVILLE, PEORIA COUNTY, ILLINOIS,
CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS,
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS,
VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS,
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS,
VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS,
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS,
CITY OF CHARLESTON, COLES COUNTY, ILLINOIS,
VILLAGE OF CHICAGO RIDGE, COOK COUNTY, ILLINOIS,
TOWN OF CICERO, COOK COUNTY, ILLINOIS,
CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS,
CITY OF CREST HILL, WILL COUNTY, ILLINOIS,
VILLAGE OF CREVE COEUR, TAZEWELL COUNTY, ILLINOIS,
CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS,
CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS,
CITY OF DECATUR, MACON COUNTY, ILLINOIS,
CITY OF DEKALB, DEKALB COUNTY, ILLINOIS,
VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS,
CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS,
CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS,
CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS,
CITY OF ELGIN, COOK AND KANE COUNTIES, ILLINOIS,
CITY OF EVANSTON, COOK COUNTY, ILLINOIS,
CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS,
VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS,
CITY OF HARVEY, COOK COUNTY, ILLINOIS,
CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS,
VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS,
CITY OF KANKAKEE, KANKAKEE COUNTY, ILLINOIS,
VILLAGE OF LANSING, COOK COUNTY, ILLINOIS,
CITY OF LASALLE, LASALLE COUNTY, ILLINOIS,
CITY OF LOCKPORT, WILL COUNTY, ILLINOIS,
CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS,
VILLAGE OF MACHESNEY PARK, WINNEBAGO COUNTY, ILLINOIS,
CITY OF MARQUETTE HEIGHTS, TAZEWELL COUNTY, ILLINOIS,
CITY OF MATTOON, COLES COUNTY, ILLINOIS,
CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS,
CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS,
VILLAGE OF MINOOKA, GRUNDY, KENDALL AND WILL COUNTIES, ILLINOIS,
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS,
VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS,
CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS,
VILLAGE OF NORTH PEKIN, TAZEWELL COUNTY, ILLINOIS,
VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS,
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS,
CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
CITY OF PEORIA, PEORIA COUNTY, ILLINOIS,
VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS,
CITY OF PERU, LASALLE COUNTY, ILLINOIS,
CITY OF PRINCETON, BUREAU COUNTY, ILLINOIS,
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
VILLAGE OF ROBBINS, COOK COUNTY, ILLINOIS,
CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS,
CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS,
VILLAGE OF ROCKTON, WINNEBAGO COUNTY, ILLINOIS,
VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS,
VILLAGE OF ROUND LAKE BEACH, LAKE COUNTY, ILLINOIS,
CITY OF ST. CHARLES, DUPAGE AND KANE COUNTIES, ILLINOIS,
VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS,
VILLAGE OF SHOREWOOD, WILL COUNTY, ILLINOIS,
CITY OF SOUTH BELOIT, WINNEBAGO COUNTY, ILLINOIS,
CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS,
CITY OF SYCAMORE, DEKALB COUNTY, ILLINOIS.

VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS,
CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS,
VILLAGE OF WOODRIDGE, DUPAGE AND WILL COUNTIES, ILLINOIS,
CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS,
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
CHAMPAIGN COUNTY, ILLINOIS,
DEKALB COUNTY, ILLINOIS.
DUPAGE COUNTY, ILLINOIS.
LAKE COUNTY, ILLINOIS.
MACON COUNTY, ILLINOIS,
MADISON COUNTY, ILLINOIS,
MCHENRY COUNTY, ILLINOIS,
MCLEAN COUNTY, ILLINOIS,
PEORIA COUNTY, ILLINOIS,
TAZEWELL COUNTY, ILLINOIS,
AND
WINNEBAGO COUNTY, ILLINOIS

Dated as of April 1, 2002

Members Sorensen/Arnold moved the County Board approve Request for Approval of an Ordinance Authorizing the Execution and Delivery of an Intergovernmental Cooperation Agreement and Certain Documents in Connection Therewith, and Related Matters and an Intergovernmental Cooperation Agreement - Issuance of Revenue Bonds for the Assist 2002 First Time Homebuyer Down Payment Assistance Program - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Ben Backsreier stated the General Report can be found on pages 144-154. Member Segobiano explained to the students that the reason he abstained from the vote is that he is associated with the Marc Center and the S.P.I.C.E. Program is a program of the Marc Center and therefore he didn't want to have a conflict of interest. At Ben Ritter's request Member Segobiano explained that S.P.I.C.E. is a special program for infants from birth to age eight that have developmental disabilities or delays.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, introduced Matt Bishchoff, who stated the General Report is on pages 155-163.

JUSTICE COMMITTEE:

Member Sommer, Chairman, and student Heather Matthews presented the following:

PROGRAM TITLE:	Domestic Violence Protocol Implementation
AGREEMENT NUMBER:	600024
PREVIOUS AGREEMENT NUMBER(S):	6628, 6724, 6824, 6924
ESTIMATED START DATE:	April 24, 2002
SOURCES OF PROGRAM FUNDING:	
<i>Violence Against Women Act (FFY00) Funds:</i>	\$85,296
<i>Matching Funds:</i>	\$28,432
<i>Over Match:</i>	\$
Total:	\$113,728
IMPLEMENTING AGENCY:	County of McLean on behalf of the McLean County Sheriff's Department
ADDRESS:	104 W. Front Street Bloomington, Illinois 61702
IRS TAX IDENTIFICATION NUMBER:	37-6001569
AUTHORIZED OFFICIAL:	Michael Sweeney
TITLE:	McLean County Board Chairman
TELEPHONE:	309-888-5151
PROGRAM FINANCIAL OFFICER:	Jackie Dozier
TITLE:	McLean County Auditor
TELEPHONE:	309-888-5151
PROGRAM AGENCY:	McLean County Sheriff's Department
ADDRESS:	104 W. Front Street Bloomington, Illinois 61702
PROGRAM DIRECTOR:	David Owens
TITLE:	McLean County Sheriff
TELEPHONE:	309-888-5030
FISCAL CONTACT PERSON:	Derick Love
AGENCY:	McLean County Sheriff's Department
TITLE:	Deputy Chief
TELEPHONE:	309-888-5032
PROGRAM CONTACT PERSON:	Bonnie Serone
TITLE:	Lieutenant
TELEPHONE:	309-888-5166

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of the McLean County Sheriff's Department, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Bloomington, Illinois 61702, for implementation of the Domestic Violence Protocol Implementation Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as the focus of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2000:

- 1) To expand basic and advanced training on sexual assault and domestic violence for law enforcement, state's attorneys, judges, clerks, and advocates;
- 2) To implement in seven jurisdictions the model domestic violence protocol for law enforcement, prosecutors and the judiciary, and in at least six jurisdictions, the model sexual assault guidelines for law enforcement; test sites for each are expected to adopt the protocol/guidelines, train staff, develop and implement mechanisms to ensure participants follow the protocol/guidelines, institute data collection to facilitate evaluation and serve as a model for determining the data to be collected;
- 3) To improve and expand data collection systems by (a) collaborating with the Illinois State Police to enable the entry of orders of protection issued in other states into the Law Enforcement Assistance Database system; and (b) describing methods of collecting aggregate data to assess the system's response to sexual assault and domestic violence incidents; and
- 4) To continue support for expanded services for victims of sexual assault and domestic violence, particularly to those in underserved areas and special populations.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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WHEREAS, the Authority designated the County of McLean on behalf of the McLean County Sheriff's Department to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of the McLean County Sheriff's Department as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 24, 2002 through April 23, 2003.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

However, no funds will flow under this agreement for the period of August 1, 2002 through April 23, 2003, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (00-WF-VX-0002) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$85,296, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for activities subject to funding under the Violence Against Women Act of 1994.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with federally sponsored or funded evaluations of their programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 8 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit

conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

SECTION 12. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 13. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 15. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 8 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 16. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 17. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Violence Against Women Office (VAWO) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and the VAWO in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

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The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and VAWO in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

SECTION 18. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.

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- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 20 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 20. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 21. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 22. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and

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obligated.

SECTION 23. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated.

The Implementing Agency shall be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

SECTION 24. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 25. EXHIBITS, AMENDMENTS

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), the Violence Against Women Formula Grants Program Fiscal Year 2000 Application and Program Guidelines, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

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The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 27. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any 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, as amended.

SECTION 28. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 31. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the

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dollar amount of federal funds for the project or program.

SECTION 32. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Violence Against Women Office reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 33. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 00-WF-VX-0002, awarded by the Violence Against Women Office, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: The County of McLean on behalf of the McLean County Sheriff's Department

Taxpayer Identification Number:

Employer Identification Number: 37-6001569

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status:

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> | Government Entity |
| <input type="checkbox"/> Owner of Sole Proprietorship | <input type="checkbox"/> | Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> | Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | | |

SECTION 35. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Violence Against Women Office
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Women Formula Grants Program (00-WF-VX-0002)
- Grant Award Year: Federal Fiscal Year 2000

SECTION 36. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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SECTION 37. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 38. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 39. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 40. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 40.5 CONFIDENTIALITY REQUIREMENTS

The Violence Against Women Office may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

SECTION 40.6 EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

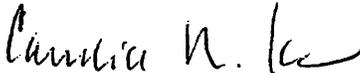
- A. Reduce the amount of federal funding;
- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 41. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

KMK


Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority

4/2/02
Date



Michael F. Sweeney
Board Chairman
McLean County

4/16/02
Date



Jackie Dozier
Auditor
McLean County

4/19/02
Date



David Owens
Sheriff
McLean County

4-19-02
Date

Members Sommer/Berglund moved the County Board approve a Request for Approval of Domestic Violence Protocol Grant Agreement - Sheriff's Department. Clerk Milton introduced Matt Lally of Holy Trinity who called the roll as follows: Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-no, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Sweeney-yes. Motion carried nineteen to one.

Member Sommer, Chairman, and student Heather Matthews presented the following:

Contract Form C (5/01)
Fiscal Year FY2002

Contract # _____
Appropriation 896-48250-1900-00-00

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Mc Lean County Sheriff's Office, 1104 West Front Street, P.O. Box 2400, Bloomington, Illinois 61702-2400, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Services:

1.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement. The Grantee will purchase an Automatic External Defibrillator(s) from the authorized State of Illinois vendor Laerdal Medical Corporation. The Grantee will provide the Department with a copy of the invoice, verifying purchase from the authorized vendor, by July 1, 2002. If not purchased by June 1, 2002, the grant money must be returned to the Department.

2. Term: The period of this grant agreement is April 1, 2002 through June 30, 2002; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

3. Compensation:

3.1 The grant amount shall not exceed a maximum amount of \$ 1,497.

3.2 Any and all obligations of the Department will cease immediately without penalty of further payment or any other penalty being required if the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this grant agreement.

4. Notices: All legal notices required or desired to be made by either party to this grant agreement shall be sent by certified mail return receipt requested to the following respective addresses or to such other address as either party may from time to time designate by notice to the other party.

to the Department: Illinois Department of Public Health
Office/Division of: Health Care Regulation/
Emergency Medical Services
535 West Jefferson Street
Springfield, Illinois 62761
Attention: Leslee Stein-Spencer

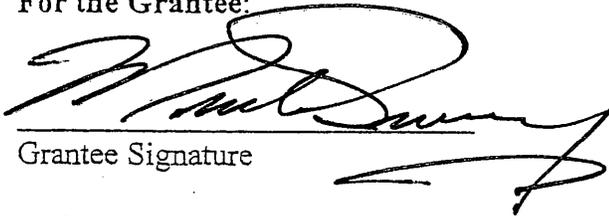
to the Grantee: Mc Lean County Sheriff's Office
Attention Sheriff David Owens
104 West Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400

5. **Federal Taxpayer Identification Number:** Under penalties of perjury, the Grantee certifies that 37-6001569 is Grantee's correct Federal Taxpayer Identification Number or Governmental Unit Code. Grantee is doing business as a(an):

- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Not-for-Profit Corp | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Medical and Health Care Services Provider Corp | (IRC 501[a] only) |
| | <input type="checkbox"/> Trust or Estate |

6. **Basic Grant Terms:** The parties understand and agree that the attached Basic Grant Terms are fully incorporated herein by reference and are binding upon both parties hereto.

For the Grantee:



Grantee Signature

Michael F. Sweeney

Typed Name

Chairman, McLean County Board

Title

N/A

Illinois Department of Human Rights
Number (if applicable)

For the Department:

Recommended by

John R. Lumpkin, M.D., M.P.H.
Director of Public Health

Execution Date

BASIC GRANT TERMS

1. **Applicable Law:** This grant agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this grant agreement is in conflict with any statute, law, rule or regulation of any governmental entity, then such provision shall be deemed null and void only to the extent of said conflict and without invalidating the remaining provisions hereof.
2. **Subcontractor:** The Grantee will not utilize the services of a subcontractor to fulfill any obligations under this grant agreement without the prior written consent of the Department. The Department reserves the right to review all subcontracts.
3. **Audit Requirements:**
 - 3.1 **Local governments and Non-Profit Organizations:** The Grantee is responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act and for compliance with OMB Circular A-133 to contract with an independent accounting firm to perform an organization-wide audit. The Grantee will provide a copy of the audit to the Department. The Grantee will maintain complete records of all services, receipts, and disbursements relative to this grant agreement, insofar as such records support the audit.
 - 3.2 **All Grantees:** In addition to other requirements named herein, each Grantee shall maintain, for a minimum of 3 years after the completion of this grant agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this grant agreement; this grant agreement and all books, records, and supporting documents related to the grant shall be available for review and audit by the Department or the Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Department or the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
4. **Conditions:** Conditions of this grant agreement, if any, are attached hereto and incorporated herein as Appendix A. No payment shall be made by the Department to the Grantee until all conditions specified in Appendix A have been satisfied.
5. **Work Product:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Department, and shall not be copyrighted, patented, or trademark registered by the Grantee except ¹³⁴ as authorized by the Department in a separate contract.

6. **Release of Information**: The Grantee shall not publish, disseminate, or otherwise release any information acquired or produced pursuant to this grant without prior review and written approval by the Department.
7. **Confidentiality**: The Grantee agrees to protect from any and all disclosure all information which identifies or which could lead to the identity of recipients of services provided pursuant to this grant. If the Grantee receives a request for information which may identify an individual, the Grantee shall notify the Department immediately. A request for information includes a subpoena, court order, Freedom of Information Act request or a request from a researcher. Any issue whether information is or may be identifiable shall be resolved by the Department.
8. **Certifications**:
 - 8.1 The Grantee certifies that the Grantee has not been: (i) convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; (ii) made an admission of guilt of such conduct which is a matter of record; nor (iii) has an official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. (30 ILCS 500/50-5)
 - 8.2 If the Grantee is a charitable organization subject to the Charitable Trust Act, (760 ILCS 55 *et seq.*), or the Solicitation for Charity Act, (225 ILCS 460 *et seq.*), the Grantee certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.
 - 8.3 The Grantee certifies that the Grantee has not been barred from contracting with a unit of state or local government as a result of violation of bid-rigging or bid-rotating provisions in the Criminal Code of 1961. (720 ILCS 5/33E-3, 5/33E-4, 5/33E-11)
 - 8.4 The Grantee certifies that the Grantee is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates. (775 ILCS 25/1, 25/2)
 - 8.5 The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 8.6 The Grantee certifies that no funds provided pursuant to this grant agreement will be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation

designed to support or defeat legislation pending before Congress or the Illinois General Assembly, and further certifies that no funds provided pursuant to this grant agreement shall be used to pay the salary or expenses of any person which are related to any activity designed to influence legislation or appropriations pending before Congress or the Illinois General Assembly.

- 8.7 The Grantee certifies compliance with all provisions of the Drug Free Workplace Act, (30 ILCS 580 *et seq.*).
- 8.8 The Grantee certifies compliance with the Davis-Bacon Act in construction and modification of buildings. (40 USC 276a)
- 8.9 The Grantee certifies that the Grantee is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant agreement by any federal department or agency. (45 CFR 76)
- 8.10 The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 8.11 The Grantee certifies that he/she has informed the Department in writing if he/she was formerly employed by that Department and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The Grantee acknowledges and agrees that if such early retirement incentive was received, this grant is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
- 8.12 The Grantee certifies that he/she meets the requirements of 775 ILCS 5/2-105, and that he/she refrains from unlawful discrimination based on citizenship status in employment and undertakes affirmative action to assure equality of employment opportunity, and has written sexual harassment policies.
- 8.13 The Grantee certifies that he/she is in compliance with 30 ILCS 500/50-10, that no person or business convicted of a felony shall do business with the State from the date of conviction until five (5) years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
9. **Conflict of Interest:** The Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest. (30 ILCS 500/50-13)
10. **Unlawful Discrimination:**
 - 10.1 The Grantee agrees to act in conformity with Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101) and with 44 Ill. Admin. Code 750. APP. A.

10.2 The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* and Rules 28 CFR 35.130 and all other federal and State of Illinois laws, regulations or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* and Rules 28 CFR 35.130 and all other federal and State of Illinois laws, regulations or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee certifies that he/she will provide to the Department prior to executing the grant the most recent Equal Employment Opportunity Policy Statement, Annual Affirmative Action Plan and Workforce Analysis Summary as required to ensure compliance with Federal and State civil rights and the Americans with Disabilities Act of 1990.

11. **Year 2000 Compliance Warranty:** The Grantee makes this "Year 2000" warranty for itself and its authorized agents:

11.1 The Grantee represents and warrants that: all products and services, including subcontractors, suppliers and service providers, delivered under this contract are "Year 2000 Compliant," which means that all of the technology forming part of, or utilized in, or associated with, the products (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system) will accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries.

11.2 The Department may require Grantee to demonstrate and give assurance that it has adopted and implemented procedures necessary to ensure that the Products and Services comply with this Year 2000 Warranty.

11.3 The Grantee's warranty is separate and distinct from any other warranty specified in this contract, and is not subject to any disclaimer of warranty or limitation of Grantee's liability which is specified in this contract, its exhibits, attachments, schedules, or any document incorporated in this contract by reference. Nothing in this warranty shall be construed to limit the Department's remedies under this contract.

12. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the Department, its employees, agents and representatives from and against all claims, liabilities, losses, expenses and damages by whomever sustained arising or which may arise out of Grantee's breach of any term, condition or provision of this contract or any representation or warranty contained herein or Grantee's failure to provide services hereunder or errors, omissions, or defects in such services. These indemnities shall continue in full force and effect subsequent to and notwithstanding the termination of this contract. Grantee shall not prejudice the

Department's right to recover against third parties for any loss, or damage to Department property, and shall at the Department's request and expense furnish reasonable assistance, including assistance in the prosecution of suit to obtain recovery. The Grantee shall, at its expense, pay the costs of defense of the Department against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation pay the costs, damages and attorney's fees awarded against the Department in any such action, or pay any settlement of such action or claim. The Department assumes no liability for actions of Grantee and is unable to indemnify Grantee for claims based on this grant. Any liability for damages that the Department might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and the availability of suitable appropriations.

13. **Insurance:** If the Grantee's cost of property and casualty insurance increases by 25% or more or if new state regulations impose additional costs to the Grantee during the term of this grant agreement, then the Grantee may request the Department to review this grant agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be subject to the limitations of the Department's appropriated funds. The Grantee agrees to comply with the requirements of the Department of Central Management Services promulgated in Government Contracts, Procurement, and Property management, 44 Ill.Admin.Code Part 1.
14. **Waiver:** No delay or omission by any party in exercising any right, power, or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
15. **Amendments:** This grant agreement may not be amended without prior written approval of both the Grantee and the Department.
16. **Assignment:** The Grantee understands and agrees that this grant agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this grant agreement null, void, and of no further effect.
17. **Civil Law Suits:** This grant agreement is not subject to the State Employees Indemnification Act. (5 ILCS 350/1)
18. **Solicitation and Employment:** The Grantee shall not employ any person employed by the Department at any time during the term of this contract to perform work required by the terms of this contract. As a condition of this contract, the Grantee shall give written notice immediately to the Department's Director if Grantee solicits or intends to solicit for employment any of the Department's employees during the term of this contract.
19. **Default:** If the Grantee breaches any material term, condition, or provision of this grant agreement, the Department may, terminate the grant agreement upon 15 days prior written

notice to the Grantee. In the event of any wrongdoing or illegal act by the Grantee, the grant agreement is immediately terminable by the Department. This remedy shall be in addition to any other remedies available to the Department in law or in equity. Grantee agrees to pay all reasonable expenses incurred by the Department, including attorney fees if the Department prevails in an action to enforce or defend this grant agreement.

20. **Further Assurances:** Each party hereto agrees to do such further acts and things, and to execute and deliver such additional agreements and instruments, as any party may reasonably request of the other in order to carry out the provisions and purposes of this grant agreement or any agreements related hereto.
21. **Funds Remaining:** All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Grantee shall be returned to the Department within 45 days. (30 ILCS 705/5)
22. **Controlling Terms:** In the event of any conflict between the Basic Grant Terms and terms of any appendix, exhibit and or other attachment or matter incorporated herein or referenced herein, the Basic Grant Terms shall be controlling.
23. **Headings:** The headings of the sections and paragraphs are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this grant agreement.
24. **Entire Agreement:** The Grantee and the Department understand and agree that this grant agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein including prior agreement or oral discussions or referenced herein shall be binding upon either the Grantee or the Department.

End .

MEMORANDUM

Date: March 18, 2002

To: AED Grant Recipients

From: Leslee Stein-Spencer, R.N., M.S.
Chief, Division of Emergency Medical
Services and Highway Safety

Re: Grant Awards

The Department is pleased to have the responsibility of distributing grant funds for the AED Distribution Program. The General Assembly has appropriated \$800,000 for purchase and distribution of AEDs throughout the state. The Department received over 880 applications and will be able to distribute 534 units.

The request that you submitted has been approved for one AEDs. Congratulations on this award.

It is imperative that you read ALL information in this letter and follow the instructions regarding the grant agreement and W9 form. There is a *June 30, 2002* deadline to purchase the AEDs at the \$1,497 price.

The current bid contract which was awarded last year to the Laerdal Medical Corporation for the Heartstart FR2 Semi Automatic External Defibrillator is still in place. *The Laerdal Heartstart FR2 which were distributed last year were made by Philips Medical Systems. Philips has decided to use their name on their product. This means that the device that you have been awarded, the Philips Heartstream FR2, is the same exact device as the Department distributed last year. The name of the AED will now be Heartstream FR2 and will come with a red carrying case instead of Heartstart FR2 with a yellow carry case. It is the same product, at the same price.*

Please be advised that trainers and training videos are not supplied at the grant award price. You may want to consider purchasing the training video for \$20, as this will familiarize you with the product (see enclosed brochure).

If you accept the grant money, you will be required to purchase an AED from Philips. The money cannot be used to purchase a non-Philips defibrillator. You may apply the funds towards a higher priced Philips defibrillator.

The sale of AEDs is regulated by the Federal Food and Drug Administration as a medical

AED Grant Recipients

March 18, 2002

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device. A requirement of the FDA is that a physician's authorization (prescription) is required prior to the vendor dispensing the device. Included in this mailing is a Philips order form that requests verification of physician authorization. Please obtain physician authorization so that receipt of the device is not delayed. You **do not** need a physician's signature, just authorization from him or her.

Upon receiving this notice and making the decision to accept the grant, you should order your AED immediately. Once you have received the grant money you can then forward it to Philips Medical Systems. Fax the attached Philips order form to:

Philips Medical Systems

Tony Bussert

206-664-2000

If you choose not to accept the grant award as stipulated above, please notify the Department that you will not be accepting the award, immediately, so that another recipient can be selected.

Included are two copies of the contract that must be completed and returned to the Department by *April 19, 2002*, in order to receive your grant funds. Your agency's FEIN number MUST be entered on the appropriate line. (The FEIN is your Federal Employee Identification Number. It is not your state sales tax exempt number nor your Illinois Department of Human Rights number. It is usually a number starting with the digits 36 or 37 followed by a dash and a series of numbers, e.g., 37-00001.)

Additionally, a W-9 form, which is included, needs to be completed and returned with the contracts for submission to the State Comptroller to be designated a certified vendor. Please return the completed and signed contract (two copies) with the FEIN number and W9 form to:

Beverly Mercer, R.N.

Illinois Department of Public Health

Division of Emergency Medical Services and Highway Safety

525 West Jefferson Street

Springfield, Illinois 62761

AED Grant Recipients
March 18, 2001
Page 3

Once the contract processing is completed a check will be transmitted to the CEO of your agency, although you may order your AED in the meantime.

I call your attention to the requirement that a Report of Expenditures must be submitted to the Department by *September 1, 2002*. The report must be a copy of the invoice from the Philips Medical Systems. **If monies have not been spent on an AED from Philips by June 30, 2002, we will expect you to return them to the Department at that time.**

The master contract under which the Department bid the unit price of \$1,497 per AED provides for the **unlimited** availability of devices purchased at that same price for any state or local "governmental" unit as defined in the Governmental Joint Purchasing Act 30 ILCS 525. Agencies or individuals who do not meet the criteria in the Act are not eligible for this additional purchase provision. Whether a successful applicant or not, any qualifying entity, as defined in that Act, may purchase from Philips unlimited quantities of AEDs at the \$1,497 price. That provision is in effect through the contract period ending June 30, 2002. Information regarding the Act can be viewed at the website: <http://www.legis.state.il.us/ilcs/ch30/ch30act525.htm>.

Information regarding obtaining additional devices should be directed to the Philips Medical Systems. Mention that you are seeking information regarding the **State of Illinois master contract #4008501**. Feel free to share this information with local government agencies in your area that may avail themselves of this opportunity. Inquiries to Philips regarding this matter should be directed to:

Tony Bussert at 1-800-263-3342 in the customer service department.

AEDs are required to be registered with a resource hospital and various requirements need to be met as outlined in the Automated External Defibrillator Act 410 ILCS 4 (enclosed). Once a device is received, please assure that you comply with the provisions of the Act.

If you need to discuss this matter, you may contact Mrs. Mercer at (217)785-2080. Congratulations again and best wishes.

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
Sheriff's Department 0029

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department obtained grant funds from the Illinois Department of Public Health in the amount of \$1,497.00 to purchase an Automated External Defibrillator; and

WHEREAS, the Justice Committee, on Monday, April 1, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain federal reimbursements; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

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

Sheriff's Office	
0001-0029-0027-0407.XXXX	<u>\$ 1,497.00</u>

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

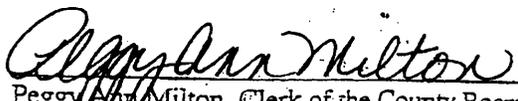
Computer Equipment	
0001-0029-0027-0836.0001	<u>\$ 1,497.00</u>

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

ADOPTED by the County Board of McLean County this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Hoselton moved the County Board approve a Request for Approval of a Grant Agreement between the Illinois Department of Public Health and McLean County Sheriff's Department and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, Sheriff's Department 0029 - Purchase of One Automated External Defibrillator - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, and student Heather Matthews presented the following:

Intergovernmental Agreement
Crime Victim and Witness Notification

This Agreement is between the Office of the Attorney General and the Office of the McLean County Sheriff, The McLean County States Attorney and the County of McLean this 29th day of April 2002.

Authority and Purpose:

Section 8.5 of the Rights of Crime Victims and Witnesses Act (725 ILCS 120/8.5 (West 2000)) authorizes the Attorney General to assist public officials in carrying out their duties under section 4.5 of the Act (725 ILCS 120/4.5 (West 2000)) to notify and inform crime victims and witnesses by establishing an automated notification system. In furtherance of this authority, and upon the recommendation of the Crime Victim and Witness Notification Advisory Committee established by section 8.5 of the Act, the Attorney General has contracted with Appriss, Inc., (hereinafter Appriss) of Louisville, Kentucky, for the provision of a State-wide automated victim notification system.

The system to be provided will download necessary information from participating officials into Appriss' computers, where the information will be maintained, updated, and automatically transmitted to victims and witnesses by telephone or computer. The system will proactively provide notification to registered persons regarding release from custody or transfer from one facility to another of persons held in custody, as well as changes in case status and case disposition information. The system will be available through a toll-free number to any person wishing to check on the status of an offender 24 hours per day, seven days per week. The system is designed to operate through an interface with existing booking or court management systems in the several circuit clerk, sheriff, State's attorney, Department of Human Services, and Department of Corrections locations.

Section 8.5 of the Rights of Crime Victims and Witnesses Act authorizes the Attorney General to enter into agreements with State's Attorneys and local law enforcement and correctional authorities for participation in the notification system. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq. (West 2000)) authorizes agencies of the State, including the Office of the Attorney General, circuit courts, the Department of Human Services, the Department of Corrections, and the Prisoner Review Board, and units of local government, including counties, to enter into agreements with one another for the purpose of

carrying out their statutory functions. This agreement is entered into pursuant to the authority granted in these statutes.

Section 9 of the Rights of Crime Victims and Witnesses Act limits the liability of certain persons acting in good faith pursuant to the Act. It is the intent of the parties that this agreement protect the County of McLean, the Office of Sheriff of the County of McLean, the McLean County State's Attorney's and each of their employees under Section 9 (725 ILCS 120/9). Any Act of omission or commission by the County of McLean or its employees acting in good faith in rendering crime victim's assistance or otherwise enforcing the provisions of the Rights of Crime Victims and Witnesses act shall be considered done at the behest and or direction of the State's Attorney of McLean County, the Sheriff of McLean County and the Attorney General of the State of Illinois.

The Office of the Attorney General agrees, through its contract with Apriss:

During installation:

1. To provide, install, maintain and replace equipment necessary to interface with existing systems, and to train personnel in the use of such equipment.
2. To install data transfer equipment at the location designated by each office.
3. To install and pay for phone lines necessary to operate data sites.
4. To arrange with State's Attorney's Offices for the acquisition of internet service at no cost, if they do not have such service.

During operation:

1. The system will use existing data from booking and case management systems.
2. For any office not having a computerized system, to provide a computer and software that will allow the input of notification information.
3. To monitor equipment continuously to ensure that the communication path is available. Call Center personnel will attempt to contact the computer to troubleshoot and resolve

any problems that develop. If the problem is not resolved by remote methods, Call Center personnel will contact information technology personnel at the office to work together to resolve it.

4. All sites will undergo a testing period of both equipment and data reliability prior to going on-line with the system.
5. Schedules for data transfer will be determined jointly between each office and Appriss.
6. Once the population is established, only the necessary data will be updated when changes occur.
7. Data will be automatically purged fourteen (14) days following the conclusion of a court case or the release of an offender.
8. The use for any other purpose, sale, or exchange of any information gathered by Appriss is prohibited.
9. To require sufficient security to prevent unauthorized use of the County's IJIS system. The Attorney General shall ensure sufficient firewalls and barriers to protect the County's IJIS system from hacking, data theft, viruses and computer vandalism through the Vine System. The Attorney General's Office shall disclose to County what methods are installed for this purpose.

The Office of McLean County Sheriff, The McLean County State's Attorney and the County of McLean Agree:

During Installation:

1. To provide Attorney General and/or Appriss personnel access to its offices, equipment and personnel at reasonable times for the installation, maintenance, or replacement of equipment and training of personnel necessary to operate the system.
2. To provide the Attorney General and/or Appriss information necessary for establishing system interface.
3. To provide office space necessary for safe keeping and safe operation of the personal computer work station provided.

During Operation:

1. If the office does not now have a computerized system, to input necessary notification data into the equipment provided.

2. To cooperate with Call Center personnel to troubleshoot and resolve any equipment or communications problems which cannot be resolved by Call Center personnel alone.

3. To cooperate with Appriss in determining data transfer schedules.

4. Equipment provided under this agreement will be used only by authorized staff for notification-related purposes only.

5. Equipment provided under this agreement is the property of the Illinois Criminal Justice Information Authority. The Attorney General's Office must be notified of any intent to dispose of or alter in any way the equipment provided. The equipment must be made available for pickup by the Attorney General's Office in the event the participating office withdraws from the system.

The parties agree:

1. That the County shall not be responsible for maintenance for any of the hardware or software related to Vine System.

2. That network outages and system downtimes will occur on a scheduled basis and as result of unexplained circumstances. The office of the Attorney General shall provide a point of contact and a method of contact to permit the County of McLean to provide reasonable notification of such downtime.

Liability:

1. Personnel employed by the Attorney General or by Appriss remain the employees of those entities for all purposes, including the provision of liability insurance, worker's compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing or otherwise working with equipment at the offices of any other party to this agreement.

2. Personnel employed by any other party to this agreement remain the employees of such other parties for all purposes, including liability insurance and indemnification. Units of local government and their employees are generally protected from liability for the negligent provision of erroneous information by sections 2-106, 2-107 and 2-210 of the Local Governmental and Local Governmental Employees Tort Immunity Act; nothing in this Agreement alters the immunity therein granted.

Termination of participation:

Either party has the right to terminate this Agreement under the following conditions:

1. If the Vine System acts as a conduit for unauthorized use, viruses or impedes, damages or otherwise impairs McLean County's IJIS System, the County may immediately disconnect the Vine System computer and cancel this agreement without penalty.

2. In all other cases any party desiring to terminate this Agreement shall serve the other party with written notice, which shall be effective, unless withdrawn, one year from the date of such service. Prior to such notification and effective date, each party shall use every reasonable effort to resolve the causes stated for termination. If served upon the Attorney General, notice shall be served upon the Chief of the Crime Victim Services Division. If served upon the office of the undersigned officials, notice shall be served upon the person holding the office at the time of service.

3. The terms for the removal/transfer of any equipment provided for under this Agreement shall be conveyed in writing, and shall comply with any applicable federal regulations.

OFFICE OF THE ATTORNEY GENERAL

OFFICE OF THE MCLEAN COUNTY SHERIFF

By: Rick Stock by ES.
Title: Chief of Staff
Date: 4/29/02

By: Dan Owens
Title: SHERIFF
Date: 4-19-02

Office of the State's Attorney
Of McLean County
By: Charles G. Reynard
Charles G. Reynard
McLean County State's Attorney
Date: 4-22-02

The County of McLean
By: Michael F. Sweeney
Michael F. Sweeney
Chairman
McLean County Board
Date: April 16, 2002

Attest: Peggy Ann Milton
By: Peggy Ann Milton
Peggy Ann Milton
Clerk of the McLean County Board

Members Sommer/Rodman moved the County Board approve a Request for Approval of an Intergovernmental Agreement with Illinois Attorney General's Office - Crime Victim and Witness Notification - State's Attorney's Office. Mr. Reynard introduced Kristi Brandy who explained this is a new program in which the Illinois Attorney General is providing an automated way to notify victims and witnesses of important events such as when offenders are released from prison. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sommer, Chairman, and student Heather Matthews presented the

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
Juvenile Justice Commission – State of Illinois Grant Fund 0005
and Juvenile Probation Fee Services Fund 0145
Court Services Department 0022

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

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

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Criminal Justice Information Authority for Fiscal Year 2001/2002 in the amount of \$14,218.00 for purchase of equipment; and,

WHEREAS, a required local match in the amount of \$1,580.00 will be paid from available funds in the Juvenile Probation Fee Services Fund 0145; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2002 Adopted Budget; and,

WHEREAS, the Justice Committee, on Monday, April 1, 2002, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2002 to appropriate and budget this additional revenue in the Fiscal Year 2002 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 Juvenile Probation Fee Services Fund 0145, Court Services Department, Department 0022, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0145-0022-0058-0706.0001 Contract Services	\$53,000.00	(\$1,580.00)	\$51,420.00
0145-0022-0058-0999.0001 Interfund Transfer	\$ 0.00	\$1,580.00	\$ 1,580.00

2. That the County Treasurer is directed to add to the appropriated budget of the Juvenile Justice Commission – State of Illinois Grant Fund 0005, Court Services Department, Department 0022, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0005-0022-0022-0407.0137 AOIC—JJC Grant	\$ 0.00	\$14,218.00	\$14,218.00
0005-0022-0022-0450.0011 Transfer from Other Funds	\$ 0.00	\$ 1,580.00	\$ 1,580.00
TOTAL:		\$15,798.00	

3. That the County Auditor is directed to add to the appropriated budget of the Juvenile Justice Commission – State of Illinois Grant Fund 0005, Court Services Department, Department 22, the following appropriation:

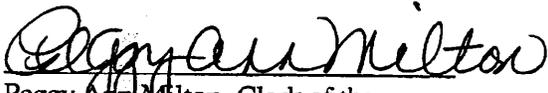
	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0005-0022-0022-0621.0001 Operational Supplies	\$ 0.00	\$ 1,292.00	\$ 1, 292.00
0005-0022-0022-0622.0004 Drug Testing	\$ 0.00	\$ 3,465.00	\$ 3,465.00
0005-0022-0022-0833.0002 Computer Equipment	\$ 0.00	\$11,041.00	\$11,041.00
TOTAL:		\$15,798.00	

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

ADOPTED by the County Board of McLean County this 16th day of April, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the
County Board of McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Nuckolls moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, Court Services Department 0022 - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Heather Matthews stated the General Report can be found on pages 202-212.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, introduced Katie Ferrie from Heyworth Junior High School. Member Gordon then presented the following:

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jim Spencer in case 02-09-S. He is requesting a special use to allow a single family residence in the Agriculture District on land unsuitable for farming with a waiver of the one per 40 acre requirement on property which is part of Section 33, Township 25N, Range 1E of the 3rd Principal Meridian and is located in White Oak Township immediately south of Road 2100N and ½ mile east of Road 825E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 19, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 7.5 acre property is part of 15 acre parcel in the Wagner's Survey. Wagner's Survey was recorded in 1973 and includes seven parcels. The property has 74 feet of frontage on the south side of Road 2100N, an oil and chip road 18 feet in width. The property is relatively flat and slopes to the south.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-1 Agriculture. Single family residences are located on property to the north, east and west. The land immediately east and west of this property is in crop production on these residential parcels. The land to the south is also in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 102.25 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 227.25 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The property is suitable for agricultural purposes and currently has a single family dwelling on it. The owner was issued a building permit for a single family residence on the 15.16 acre tract in June of 2001. This 15.16 acre tract was established before February 11, 1974 and does not have the required 40 acres that is needed to establish another residential lot. The owner now wants to split this property into two equal area parcels to build another single family residence. The restriction on residential development, for which the applicant requests a waiver, is designed to be an equitable method to allow new residences to be built in the Agriculture District. Giving special treatment to applicants in these cases may lead to a system of favoritism and discrimination and not a system of laws, procedures and

fairness, and will make it more difficult to restrict residential development in the Agriculture District.

The owner of the adjacent properties to the north and the owner of the adjacent property to the west testified that they object to the proposed residence since they were assured by Mr. Wagner that the seven parcels that were set aside in 1973 in the Wagner's Survey could not be further divided. The owners of the surrounding four properties testified that all of their properties contain a healthy mix of residences and crop production and that the subject property is not undesirable for crop production; and they would be harmed if additional residences were placed on the subject parcel.

2. The proposed special use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. Approving a residence on the criterion that the land is undesirable for farming purposes when it is suitable for agricultural uses, undermines the County's farmland preservation policy, even though this is not considered prime farm land. It indirectly undermines the County's farmland preservation policy by allowing increased density of non farm residences in areas where crop production is the prominent use. By approving this case, many others who own small residential tracts in the Agricultural District who want to sell off a piece of their land for residential use will have the grounds to do so.
3. The proposed special use will impede the orderly development of the surrounding property for uses permitted in the district if the requested waiver or special favor is bestowed upon the applicant. The County's farmland preservation policy will be undermined. The adjacent property owners to the north, south, east and west testified that their properties' value will be harmed since it is partly based on the mix of the crop production and the residences on them in the area.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling would be served by private well and septic system. The property has 74.45 feet of frontage on the south side of Road 2100N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The applicant would need to obtain an entrance permit from the White Oak Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will not be in conformance with the preamble to the regulations of the Agriculture District. The preamble states that the Agriculture District regulations are intended to provide for the use and conservation of agricultural land, to protect the value of such land and to protect it from indiscriminate residential and urban development. In addition, the Zoning Ordinance stipulates that only one non-farm residence shall be approved per 40 acres of the original parcel that existed on February 11, 1974. This requirement cannot be met without a special favor bestowed upon the applicant.

7. The proposed special use, in all other respects, does not conform to the applicable regulations of the Agriculture District. The proposed special use does not fulfill the intent of any of the ways that a single family dwelling may be permitted as a special residential use in the A-Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application does not meet all the standards as found in the McLean County Zoning Ordinance. In addition, the application does not meet one of the individual criteria for establishing a residential use in the A-Agriculture District.

Therefore this Board recommends that the proposed special use be denied on the property described above.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend denial, none opposed and Members Rudolph and Elble were absent.

Respectfully submitted this 19th day of March 2002, McLean County Zoning Board of Appeals



Acting Chair

James Finnigan, Acting Chair
Richard Dean
David Kinsella
Jerry Hoffman
Michael Kuritz

Members Gordon/Owens moved the Board approve the Recommendation of the Zoning Board of Appeals to Deny the Application in Zoning Case 02-09-S. Member Selzer stated after reading the case he was concerned about the findings of facts. He said he believed the findings of facts were written to support the decision that was made. He pointed out on page 11, number 3, "the proposed special use will impede the orderly development of the surrounding property for uses permitted in the district," which means if this house is built it will hurt the surrounding properties developing their agricultural use. He continued they are already fully developed but the findings of facts don't state that. He stated this was a concern, but what he was more concerned about was an ex parte communication he had received. He said the letter made him question what had happened. He said he wanted to fully support the Zoning Board and their decision but requested to see more of the detailed minutes of the meetings. Member Owens stated he agreed with Member Selzer and requested a roll call vote. Chairman Sweeney asked the State's Attorney to explain ex parte communication to the students. Brian Hug introduced Curt Olson, a student from Chiddix. He then stated the Zoning Board of Appeals is a creature of State Statute and County Ordinance. The Zoning Board of Appeals takes evidence under oath and subject to cross-examination and when something is received in the mail that relates to the Zoning Board of Appeals, it is evidence that is outside of the normal hearing process. He continued none of that evidence is subject to cross-examination and it is not under oath, and it is suggested that it should be ignored. Mr. Hug indicated that the Zoning Board of Appeals gives applicants and objectors full opportunity to say what they want so if an issue is not addressed the case should be sent back with specific directions regarding those items. The Board has the right to demand that they have a more specific findings of fact. When a contact is made outside of the normal course of business of the Zoning Board of Appeals that is called ex parte communications. He indicated case law says that if a decision has to do with something not received before the Zoning Board of Appeals then someone can argue that they weren't granted due process. Member Gordon asked if the ZBA hearing was already completed and its recommendations forwarded to this Board, is such communication as we received from the various quarters, still considered ex parte communication? Mr. Hug responded this Board has not made its final decision so it would still be considered ex parte communication. Chairman Sweeney stated there is a motion on the floor to deny the application of Jim Spencer in case 02-09-S. He continued a yes vote during the roll call means that you are denying the application and if you vote against then you support doing something else. Matt Lally called the roll and the responses were as follows: Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, and Sweeney-yes. Motion carried unanimously.

Katie Ferrie stated the General Report is located on pages 213-218. Member Sorensen stated he has always been a strong believer that while they should support the actions of the ZBA they have a sincere responsibility to review the cases and to make sure they agree.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had two items for information. He stated the Board Members should have received a copy of the registration form for the National Association of Counties annual conference which is scheduled July 12-16, 2002 in New Orleans, LA. He continued the early registration deadline is May 3, 2002 and anyone interested or needing additional information should contact Ms. Martha Ross in the County Administrator's Office before Friday, April 26, 2002.

Mr. Zeunik said regarding Student Government Day, once the County Board completes its business and formally adjourns they will take a break which will give Don Newby an opportunity to prepare the room for the students who will then conduct a mock County Board meeting from 10:30 a.m. to 11:30 a.m. County Board Members are invited to stay and also to come back for a pizza lunch with the students which will be held at noon in the basement in the large ESDA Operation's Room. He stated, after lunch the students will be coming back to this room to share information about their days and also to receive certificates. There will be an opportunity for Board Members, once the meeting adjourns, to introduce themselves to the students who will be participating in the mock County Board meeting. He indicated the students who are assigned to elected offices and appointed department heads will be paired up with their office holders and department heads and will spend the rest of the morning with those individuals.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated on May 30th there will be a dinner at the Interstate Center put on by Community Action to wrap up Community Action Month and it will be a fundraiser. He said he appreciates the continual support.

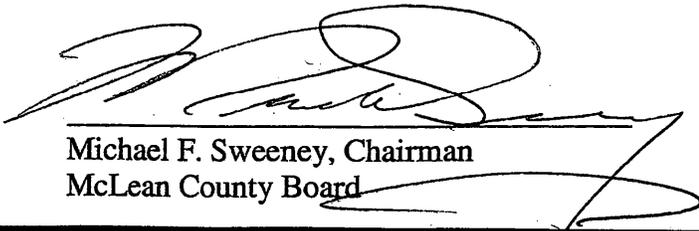
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 16, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$457,916.03	\$457,916.03
Finance	\$167,699.43	\$376,467.43	\$544,166.86
Human Services		\$341,766.02	\$341,766.02
Justice	\$14,000.38	\$1,297,014.08	\$1,311,014.46
Land Use		\$15,554.43	\$15,554.43
Property		\$221,230.93	\$221,230.93
Transportation		\$390,653.70	\$390,653.70
Health Board		\$347,265.82	\$347,265.82
Disability Board		\$43,621.09	\$43,621.09
T. B. Board		\$18,085.83	\$18,085.83
Total	\$181,699.81	\$3,509,575.36	\$3,691,275.17


Michael F. Sweeney, Chairman
McLean County Board

Members Pokorney/Renner moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Kinzinger/Renner moved for adjournment until Tuesday, May 21, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:20 a.m.

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, 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 16th day of April, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 8th day of May, 2002.


Peggy Ann Milton
McLean County Clerk