

Proceedings
of the
County Board
of
McLean County,
Illinois

August 18, 2009

*Subject to approval at
September 15, 2009
County Board Meeting*



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August 18, 2009

The McLean County Board met on Tuesday, August 18, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Benjamin Owens, Bette Rackauskas, Erik Rankin, Tari Renner, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Diane Bostic, John Butler, Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Duane Moss, Robert Nuckolls, Sondra O'Connor, and Matt Sorensen.

The following Members were absent:

Members Cathy Ahart and William Caisley.

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda.

- A. Approval of the Proceedings of the County Board, July 21, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of Audit Report #75 to be Filed with County Board – Motor Fuel Tax (MFT) – McLean County – 01/01/2008 – 12/31/08
 - 2) Request Approval of Audit Report #56 to be Filed with County Board – Township Bridge County Road Districts – 01/01/2008 - 12/31/2008
 - 3) Request Approval of Audit Report #56 to be Filed with County Board – Motor Fuel Tax (MFT) – County Road Districts – 01/01/2008 - 12/31/2008
 - 4) Request Approval of Resolution & Letting Results from the July 24, 2009 County 2009 Equipment Replacement
 - 5) Request Approval of White Oak Road District (RD) - Joint Culvert Petitions
 - (a) 2009 White Oak RD Joint Culvert #1
2100 North Rd. – 1550' east of 825 East Rd.
 - (b) 2009 White Oak RD Joint Culvert #2
2100 North Rd. – 1900' east of 825 East Road
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
None
 - 2) Subdivision Cases:
 - a) Request Approval of Request in subdivision S-05-23 to reinstate the Preliminary Plan for the Knob Hill Acres P.U.D. Subdivision, approved by the County Board on March 21, 2006, which is located in Randolph Township immediately north of the White Tail Ridge Subdivision, immediately west of Old US Route 51 and approximately 1/2 mile north of 525 North Road
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Justice Committee
 - a) Request Approval of a Resolution of the McLean County Board Authorizing the McLean County Detention Facility Health Services Department to Obtain a County Issued Credit Card – Correctional Health Services

- b) Request Approval of a Resolution of the McLean County Board Authorizing the McLean County State's Attorney's Office to Obtain a County Issued Credit Card – State's Attorney's Office
- c) Request approval of a contract between Harvey C. Welch, Special Public Defender, and the Public Defender's Office
- 2) Property Committee
 - a) Request Approval of ST Network Lease: 200 W. Front Street, Bloomington, IL – Facilities Management
 - b) Request Approval of McLeodUSA Lease: 200 W. Front Street, Bloomington, IL – Facilities Management

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

1) REAPPOINTMENTS:

EASTERBROOK DRAINAGE DISTRICT

Mr. Irvin Bane
 6390 N. 3725 East Road
 Bellflower, IL 61724
 (Three-year term to expire 1st Tuesday in September, 2012)

GOLDREN RULE DRAINAGE DISTRICT

Mr. Donald Wayne Eymann
 31253 E. 3100 North Rd.
 Chenoa, IL 61726
 (Three-year term to expire 1st Tuesday in September, 2012)

GOLDEN RULE DRAINAGE DISTRICT

Mr. David Wilkins
 12022 E. 950 North Road
 Chenoa, IL 61726
 (Three-year term to expire 1st Tuesday in September, 2012)

GRIDLEY DRAINAGE DISTRICT

Mr. Enid Schlipf
 17766 E. 2900 North Rd.
 Gridley, IL 61744
 (Three-year term to expire 1st Tuesday in September, 2012)

KUMLER DRAINAGE DISTRICT

Mr. John Leonard
 254 E. 300 North Road
 Gibson City, IL 60936
 (Three-year term to expire 1st Tuesday in September, 2012)

MACKINAW DRAINAGE DISTRICT

Mr. David Brucker
25019 E. 1400 North Road
Ellsworth, IL 61737
(Three-year term to expire 1st Tuesday in September, 2012)

NORMAL-TOWANDA DRAINAGE DISTRICT

Mr. Jerry Henderson
11 Inglewood Ln.
Bloomington, IL 61704-8521
(Three-year term to expire 1st Tuesday in September, 2012)

PATTON DRAINAGE DISTRICT

Mr. James Lindsay
24535 South West Street
Lexington, IL 61753
(Three-year term to expire 1st Tuesday in September, 2012)

SANGAMON RIVER DRAINAGE DISTRICT

Mr. Daniel Brucker
12255 N. 2850 East Road
Ellsworth, IL 61737
(Three-year term to expire 1st Tuesday in September, 2012)

SOUTH EMPIRE DRAINAGE DISTRICT

Mr. Steven Crumbaugh
1764 E 1525 N.
LeRoy, IL 61752
(Three-year term to expire 1st Tuesday in September, 2012)

WHITE STAR DRAINAGE DISTRICT

Mr. Irvin Bane
6390 N. 3725 East Road
Bellflower, IL 61724
(Three-year term to expire 1st Tuesday in September, 2012)

YATES DRAINAGE DISTRICT

Mr. Richard Stoller
34937 E. 2800 North Rd.
Chenoa, IL 61726
(Three-year term to expire 1st Tuesday in September, 2012)

2) APPOINTMENTS:

CHENOA DRAINAGE DISTRICT

Mr. Jon Reimer
29325 N 2480 E
Chenoa, IL 61726
(Three-year term to expire 1st Tuesday in September, 2012)

DOWNS FIRE PROTECTION DISTRICT

Mr. Edward D. Belcher

8717 N 2300 East Rd.

Downs, IL 61736

(To complete a three year term to expire on April 30, 2010)

LAWNDALE-CROPSEY DRAINAGE DISTRICT

Mr. Keith DeFries

41590 E. 2100 North Road

Cropsey, IL 61731

(Three-year term to expire 1st Tuesday in September, 2012)

3) RESIGNATIONS

CHENOA DRAINAGE DISTRICT

Mr. Donald Jacobs

28664 N. 2650 East Rd.

Chenoa, IL 61726

DOWNS FIRE PROTECTION DISTRICT

Mr. Mark Reynolds

9513 N 2125 East Road

Bloomington, IL 61704

LAWNDALE-CROPSEY DRAINAGE DISTRICT

Mr. Leslie DeFries

104 N. Madison Street, Box 101F

Sibley, IL 61773-9766

ADRIAN DRAINAGE DISTRICT

Mr. Vernon Thomas

200 N 1400 East Rd.

Heyworth, IL 61745

G. Approval of Resolutions of Congratulations and Commendation



RECEIVED

JUL 29 2009

MCLEAN CO. HIGHWAY DEPT.

Agency: COUNTY OF McLean	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2008
	Audit Number: 75
	Date: July 13, 2009



**Illinois Department
of Transportation**

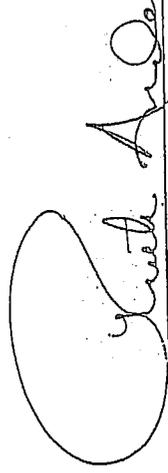
Auditor's Certificate

Audit Report No. 75

COUNTY OF McLean

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean for the period beginning Jan. 1, 2008 and ending Dec. 31, 2008, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.



Auditor

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date: 7/20/09



COUNTY OF McLean

Audit Period: Jan. 1, 2008 to Dec. 31, 2008

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2008

The other receipts to the Motor Fuel Tax Fund were \$1,299,201.01 received as follows:

Interest 2008	31,688.75
Reimbursement	835,562.26
B-N Airport	35,000.00
Supplemental Allot	396,950.00

Total received: \$1,299,201.01

The 2008 Maintenance Expenditure Statement was filed and agreed with the Summary of Motor Fuel Tax Fund Transactions by Section and Category (BLR15106). Noted is the 2009 reimbursement of \$1,107.50 for an erroneous disbursement. Final Reports (BLR 13510) were filed for the following sections: 96-00306-00-SP; 04-00040-03-VR. Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED: *Ruth Anderson*



Fund Balance and Bank Reconciliation

Audit Report No. 75

COUNTY OF McLean

Audit Period Jan. 1, 2008 - Dec. 31, 2008

Date: July 13, 2009

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	1,879,129.71	300,825.79	2,179,955.50	
Allotments	2,266,818.53	0.00	2,266,818.53	
Total MFT Funds	4,145,948.24	300,825.79	4,446,774.03	
Approved Authorizations	(5,770,622.94)	5,770,622.94	0.00	
Other Receipts		1,299,201.01	1,299,201.01	
Total	(1,624,674.70)	7,370,649.74	5,745,975.04	
Disbursements	1,340,664.82	4,227,337.33	4,227,337.33	
Surplus (Credits)	(284,009.88)	(1,340,664.82)	0.00	
Unexpended Balance		1,802,647.59	1,518,637.71	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2008				
Deduct Outstanding Warrants			205,882.62	o/s checks 4080 169.75 4085 82.62
Add Outstanding investments			1,101.02	4086 213.50
Additions				4088 577.42
Subtraction's				4089 57.73
Net Balance in Account Dec. 31, 2008			1,518,637.71	

Ruth Anderson
Auditor

Certified Correct



RECEIVED

JUL 29 2009

MCLEAN CO. HIGHWAY DEPT.

Agency: McLean County

Audit for:

- Motor Fuel Tax
- Township Bridge
- Special Assessment
- G.O. Bond Issue
- MFT Fund Bond Issue

Audit Year(s): 2008

Audit Number: 56

Date: July 13, 2009



**Illinois Department
of Transportation**

Auditor's Certificate

Supplemental
Audit Report No. 56

McLean County Township Bridge

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County for the period beginning Jan. 1, 2008 and ending Dec. 31, 2008, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date: 7/20/09



**Illinois Department
of Transportation**

Auditor's Comments

Supplemental
Audit Report No. 56

McLean County Township Bridge

Audit Period: Jan. 1, 2008 to Dec. 31, 2008

Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2008

The other receipts to the Township Bridge Fund were

\$207.84 received as follows:

Interest 2008
Reimbursement

207.84

Total received:

\$207.84

Final Reports (BLR13510) were received for the following section: 00-09124-00-BR. Noted is the removal of the Court Restitution cd/account #000100070983142 in the amount of \$1000000.00 from the statement in February 2009. Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



Fund Balance and Bank Reconciliation

Supplemental
Audit Report No. 56

McLean County Township Bridge

Audit Period Jan. 1, 2008 - Dec. 31, 2008

Date: July 13, 2009

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	155,925.79	39,821.09	195,746.88	
Allotments	268,602.69	0.00	268,602.69	
Total MFT Funds	424,528.48	39,821.09	464,349.57	
Approved Authorizations	(268,602.59)	268,602.59	0.00	
Other Receipts		207.84	207.84	
Total	155,925.89	308,631.52	464,557.41	
Disbursements		447,062.22	447,062.22	
Surplus (Credits)	207.84	(207.84)	0.00	
Unexpended Balance	156,133.73	(138,638.54)	17,495.19	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2008			14,921.54	
Deduct Outstanding Warrants				
Add Outstanding investments			2,573.65	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2008			17,495.19	

Ruth Anderson
Auditor

Certified Correct

BLR 15103 (Eff. 4/06)



RECEIVED

JUL 29 2009

MCLEAN CO. HIGHWAY DEPT.

Agency: McLean County

Audit for:

- Motor Fuel Tax
- Township Bridge
- Special Assessment
- G.O. Bond Issue
- MFT Fund Bond Issue

Audit Year(s): 2008

Audit Number: 56

Date: July 13, 2009



McLean County

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County for the period beginning Jan. 1, 2008 and ending Dec. 31, 2008, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.

Ruth Anderson
Auditor

REVIEWED AND APPROVED BY:

[Signature]
District Local Roads and Streets Engineer

Date: 7/21/09



McLean County

Audit Period: Jan. 1, 2008 to Dec. 31, 2008

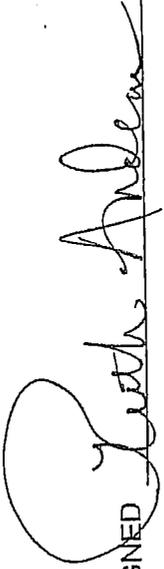
Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2008

The other receipts to the Motor Fuel Tax Fund were \$163,580.60 received as follows:

Interest 2008	63,435.28
Reimbursement	16,322.32
Supplemental Allot	83,823.00

Total received: \$163,580.60

The 2008 Maintenance Expenditure Statement is on file and agrees with the Summary of Motor Fuel Tax Fund Transactions by Section and Category (BLR15106). Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Quote Tabulation

Date of Bids: 7/24/2009 Time: _____ Item: Broom
 Trade-In: n/a Present: Eric, Maurie, Mark and Lafe
 Replaces: Broom from accident Date Advertised: 7/8/2009

Bidder:	W.E.R.E	Rahn Equipment	Koenig	W.E.R.E.
Address:	Cooksville, Il	Danville, Il	Peoria, Il	Cooksville, Il
Make:	M & B	Sweepster	Wausau	Sweepster
Model:	53MH	TBH8	RBT3200	TBH
Outright Price:	\$19,668.00	\$18,891.00	\$22,489.00	\$19,868.00
Delivery:	6-8 Weeks	60 days	60 days	45 days from order
Complies Spec's:	X	x	x	x
Does Not Meet Spec's.				
Successful Bidder:		X		

Comments:

Recommended by Highway Department: Purchase 1 new 2009 Seepster TBH8 from Rahn Equipment for a price of \$18,891.00.

Accepted by:

Date:

BRIDGE CONSTRUCTION PETITION

Sec 2009 White Oak Joint Culvert #1

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

2009 White Oak Joint Culvert #1 Drainage Structure, Located at 2100N, 1550' East of 825E
(Sunset Lake Road)

Ladies and Gentlemen:

White Oak Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the NW ¼ of the NE ¼ of Section 33 T 25 N, R 1E of the 3rd P.M., White Oak Road District.

That of the funds appropriated at the August 18th meeting of the McLean County Board \$2,300.00 be used as the County's share of the cost of this structure.

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

White Oak Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 4,600.00 and the present structure is inadequate.

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

Respectfully submitted.



Highway Commissioner

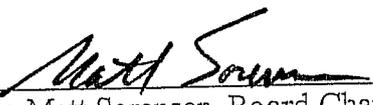
White Oak Road District

Approved: 

County Engineer, McLean County, IL

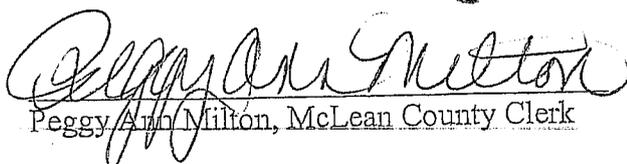
Date: 7/23/2009

ATTEST



Mr. Matt Sorensen, Board Chairman

Date: 8-18-2009



Peggy Ann Milton, McLean County Clerk

BRIDGE CONSTRUCTION PETITION

Sec 2009 White Oak Joint Culvert #2

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

2009 White Oak Joint Culvert #1 Drainage Structure, Located at 2100N, 1900' East of 825E
(Sunset Lake Road)

Ladies and Gentlemen:

White Oak Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located in the NW ¼ of the NE ¼ of Section 33 T 25 N, R 1E of the 3rd P.M., White Oak Road District.

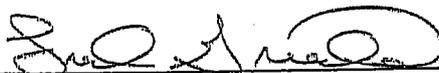
That of the funds appropriated at the August 18th meeting of the McLean County Board \$3,000.00 be used as the County's share of the cost of this structure.

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

White Oak Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 6,000.00 and the present structure is inadequate.

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

Respectfully submitted.



Highway Commissioner

White Oak Road District

Approved: 

County Engineer, McLean County, IL

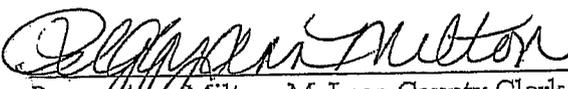
Date: 7/23/2009

ATTEST



Mr. Matt Sorensen, Board Chairman

Date: 8-18-2009



Peggy Ann Milton, McLean County Clerk

RESOLUTION

**REINSTATING A PRELIMINARY PLAN
For the Knob Hill Acres P.U.D. Subdivision File S-05-23**

WHEREAS, Erik Sloneker for Knob Hill Development, LLC, has requested reinstatement of a preliminary plan for the Knob Hill Acres P.U.D. Subdivision, file S-05-23 for three years, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 17 residential lots and two out lots; and

WHEREAS, a public meeting on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, staff recommends that the preliminary plan be reinstated; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Knob Hill Acres P.U.D. Subdivision be reinstated for three years; now, therefore,

BE IT RESOLVED that the preliminary plan for the Knob Hill Acres P.U.D. Subdivision, File S-05-23, be and hereby is reinstated for a period of three years from this date August 18, 2009.

Adopted by the County Board of McLean County, Illinois this 18th day of August 2009.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE McLEAN COUNTY DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
TO OBTAIN A COUNTY ISSUED CREDIT CARD

WHEREAS, County offices and departments can purchase certain materials, supplies and services more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, County offices and departments can register for certain conferences, seminars, and workshops more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, the McLean County Detention Facility Health Services Department has determined that a County issued credit card would be useful to purchase certain commodities/products via the internet and to register for approved schooling and conference travel; and,

WHEREAS, it is desirable for the McLean County Detention Facility Health Services Department to obtain a County issued credit card; and,

WHEREAS, the Justice Committee, at its regularly scheduled meeting on Tuesday, August 4, 2009, recommended approval of the request received from the McLean County Detention Facility Health Services Department to obtain a County issued credit card; now, therefore,

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

- (1) The McLean County Detention Facility Health Services Department is hereby authorized to obtain a County issued credit card from Commerce Bank that can be used to purchase materials, supplies and services and to register for certain conferences, seminars, and workshops more efficiently and inexpensively.
- (2) The McLean County Detention Facility Health Services Department is hereby directed to work with the County Auditor's Office to obtain a County issued credit card pursuant to the County Board's approved and adopted policy governing the issuance and use of a County issued credit card.

(2)

(3) The McLean County Detention Facility Health Services Department is hereby directed to provide a certified copy of this Resolution to the McLean County Detention Facility Health Services Department, the County Auditor and the County Administrator's Office.

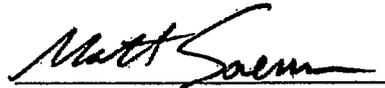
ADOPTED by the McLean County Board this 18th day of August, 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE McLEAN COUNTY STATE'S ATTORNEY'S OFFICE
TO OBTAIN A COUNTY ISSUED CREDIT CARD

WHEREAS, County offices and departments can purchase certain materials, supplies and services more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, County offices and departments can register for certain conferences, seminars, and workshops more efficiently and inexpensively by using a County issued credit card; and,

WHEREAS, the McLean County State's Attorney's Office has determined that a County issued credit card would be useful to purchase certain commodities/products via the internet and to register for approved schooling and conference travel; and,

WHEREAS, it is desirable for the McLean County State's Attorney's Office to obtain a County issued credit card; and,

WHEREAS, the Justice Committee, at its regularly scheduled meeting on Tuesday, August 4, 2009, recommended approval of the request received from the McLean County State's Attorney's Office to obtain a County issued credit card; now, therefore,

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

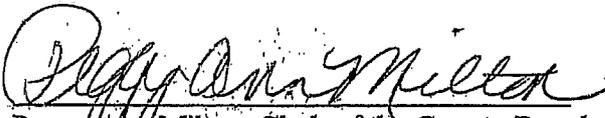
- (1) The McLean County State's Attorney's Office is hereby authorized to obtain a County issued credit card from Commerce Bank that can be used to purchase materials, supplies and services and to register for certain conferences, seminars, and workshops more efficiently and inexpensively.
- (2) The McLean County State's Attorney's Office is hereby directed to work with the County Auditor's Office to obtain a County issued credit card pursuant to the County Board's approved and adopted policy governing the issuance and use of a County issued credit card.

(3) The McLean County State's Attorney's Office is hereby directed to provide a certified copy of this Resolution to the McLean County State's Attorney's Office, the County Auditor and the County Administrator's Office.

ADOPTED by the McLean County Board this 18th day of August, 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

CONTRACT

This Contract, entered into this _____ day of August, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Harvey C. Welch, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Harvey C. Welch is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to:

1. Harvey C. Welch shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 28 cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in

accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on September 8, 2009 and terminate on December 31, 2009.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Harvey C. Welch
401 W. Elm Street
Urbana, IL 61801

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

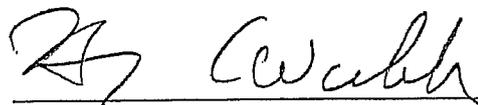
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the ____ day of _____, 2009.

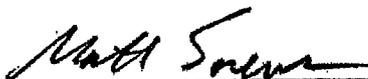
APPROVED:



Harvey C. Welch
Attorney at Law

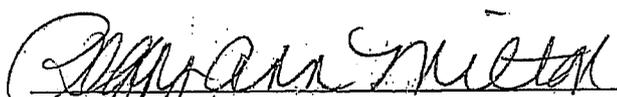


Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

ANTENNA SITE LEASE AGREEMENT

- 1.1 **Landlord:**
McLean County
Government Center
115 E. Washington St.
Bloomington, IL 61702-2400
Attn: Jack Moody, CFM
(309) 888-5192
- 1.2 **Rent Shall be Payable to:**
McLean County Treasurer
Government Center
115 E. Washington Street
Bloomington, IL 61702-2400
- 1.3 **Landlord's Taxpayer Identification Number: E9994-9946-05**
- 1.4 **Tenant:**
ST Network Services LLC
- 1.5 **Tenant's Address/Phone No.:**
1720 Lakepointe Drive, Suite 100
Lewisville, TX 75057
Attn: Site Accounting
(214) 222-6310
- 1.6 **Landlord's Property**

The building ("Building") or tower ("Tower") located at
200 W. Front
Bloomington, IL
- 1.7 **Leased Premises**
Certain space on the roof/parapet wall/chimney of the Building or the Tower upon which Tenant shall install its antenna(s) (the "Antenna Space"), and certain space inside the Building where Tenant shall install its radio equipment (the Equipment). (Attachment "A" is drawing of roof.)
- 1.8 **Lease Commencement Date**
September 1, 2009
- 1.9 **Initial Lease Term**
Three (3) Years
- 1.10 **Extension Term(s)**
Two (2) additional terms of one (1) year each
- 1.11 **Rent during Initial Term**
\$ 3,290.28 annually or
\$ 274.19 monthly
- 1.12 **Rent during Extension Terms**
Rent for the first (1st) one (1) year extension term shall be \$282.42 per month;

Rent for the second (2nd) three (1) year extension term shall be \$290.89 per month.
- 1.13 **Tenant's Rights.**
To install, maintain, operate, replace or remove any or all of Tenant Equipment on the Leased Premises, and including the right to access and obtain electric and telephone utility service as required, all at Tenant's sole cost and expense. Landlord shall grant Tenant free and unrestricted rights of access to the Leased Premises at all times while this Agreement is in effect.
- 1.14 **Tenant's Use of the Leased Premises:**
Tenant may install, operate, maintain, replace and remove wireless antenna(s) and related radio communications equipment on and/or in the Leased Premises. All of Tenant's radio Equipment shall be labeled with Tenant's name, call sign, transmitting frequency and location.

General Terms and Conditions

2. Initial Term; Rent; Extension Term(s)

2.1 **Initial Term.** The Initial Term of this Lease shall commence on September 1, 2009 (the "Commencement Date"), and shall expire at midnight on the day preceding the second anniversary of the Commencement Date.

2.2 **Rent.** For so long as this Agreement is in effect, Tenant shall pay Rent to Landlord in the amounts set forth in Section 1.11 and 1.12 on the first day of each month, in advance, at the address for payment of Rent as shall be designated by Landlord from time.

2.3 **Extension Terms.** Upon the expiration of the Initial Term, this Agreement shall automatically be extended for the Extension Terms described in Section 1.10 unless Tenant provides written notice to Landlord of its intention to terminate the Lease upon the expiration of the Initial Term, or as applicable any Extension Term. Tenant's notice of termination shall be given to Landlord at least thirty (30) days prior to the end of the applicable Term.

3. **Tenant's Rights of Access to the Leased Property.** Subject to Landlord's reasonable security requirements, Tenant shall at all times (24 hours a day, 7 days a week) have unrestricted access to the Leased Premises.

4. Broadcast Interference; Radio Frequency Compliance.

4.1 Broadcast Interference.

A. Interference with a broadcasting activity shall mean:

- (i) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or
- (ii) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

B. Tenant covenants and agrees that Tenant's equipment, its installation, operation and maintenance will:

- (i) Not interfere with the operation of Landlord's radio equipment or the radio equipment of other tenants having operations on the Building or on any other building or buildings owned by or under the control of Landlord in the area surrounding the Building. In the event Tenant causes any such interference, Tenant will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If Tenant is unable to eliminate the interference, Tenant agrees to remove its equipment from the Leased Premises whereupon this Lease will be terminated and neither party will have any further obligations under this Lease.

- (ii) Comply with all applicable federal, state and local rules and regulations, including the regulations promulgated by the FCC, as well as any electrical codes or requirements established by the city and state in which the Leased Premises are situated.

- C. During the term of this Lease, Landlord will not grant a similar lease or agreement to any other party if the operations of such other party would in any way adversely affect or interfere with Tenant's operations of its Equipment at the Leased Premises.

4.2 Radio Frequency Compliance.

- A. Tenant agrees to ensure that the operation of its Equipment shall not cause Landlord's Property to be in violation of the requirements of 47 CFR sections 1.1307 and 1.1310 relating to radio frequency (RF) emissions. If any violation occurs due to Tenant's Equipment Tenant agrees to eliminate or cause the elimination of such violation and, if necessary, to cease its operations except for testing until such violation is removed.
- B. If RF Emissions are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if Landlord's Property otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant shall comply with Landlord's reasonable requests for modifications to Tenant's Equipment as may be reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances.

5. **Maintenance.** Landlord assumes no responsibility for licensing, operation, and/or maintenance of Tenant's equipment; except however, Landlord has the obligation to maintain the Building and the areas used by Tenant to obtain access to the Leased Premises in good condition and repair.

6. **Termination by Tenant.** Should Tenant desire to terminate this Lease at any time during the Initial Term or any Extension Term, Tenant shall notify Landlord in writing at least thirty (30) days prior to the date that Tenant desires to terminate.

7. **Utilities.** Landlord shall furnish electrical service to the Building. The rental payment provided for hereunder shall include Tenant's use of electricity and any other utility services required in order for Tenant to operate its equipment at the Leased Premises. Tenant agrees that Landlord shall not be responsible for any interruption in the provision of utility services.

8. **Assignment.** Tenant may assign all or any part of Tenant's right, title and interest in and to this Lease without the consent of Landlord provided such assignment is to an affiliate or successor-in-interest of the business of Tenant. Any other assignment shall require Landlord's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned.

9. Insurance; Waiver of Subrogation; Indemnification.

9.1 **Insurance.** For so long as this Agreement is in effect, Tenant shall obtain and maintain insurance coverage of the type and in the amounts specified below. Tenant shall provide Landlord with a certificate evidencing such insurance prior to Tenant's installation of any of its Equipment at the Leased Premises. Landlord shall be named as an additional insured entity on all policies of insurance, and such

insurance shall provide that Landlord be given thirty (30) days notice of cancellation or any material change in such insurance coverage.

(a) Workers' Compensation Insurance shall be provided in accordance with the requirements of the state in which the Leased Premises is located.

(b) Commercial General Liability Insurance shall be on an "occurrence basis" with limits of liability of not less than \$2,000,000.00 per occurrence and/or combined single limit, insuring for personal injury and property damage. Coverage shall include the following: (i) contractual liability; (ii) independent contractor's coverage; and (iii) broad form general liability.

(c) Motor Vehicle Liability Insurance including no-fault coverages where applicable, with limits of liability of not less than \$2,000,000.00 per occurrence. Coverage shall include all owned, non-owned, and hired vehicles.

9.2 Waiver of Subrogation. Tenant and Landlord shall each be responsible for maintaining insurance covering their own property, whether or not it is located on the Leased Premises. Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Landlord or Tenant or their respective partners, employees or agents or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees.

9.3 Indemnification by Tenant. Tenant hereby agree to indemnify, defend and hold Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Leased Premises or resulting from or arising out of Tenant's use and occupancy of the Leased Premises, excepting, however, such claims or damages that may be due to or caused by the acts of Landlord or its agents.

9.4 Indemnification by Landlord. Landlord hereby agree to indemnify, defend and hold Tenant harmless from and against any claim of liability or loss from personal injury or property damage in connection with Tenant's use of the Real Estate or resulting from or arising out of Landlord's or Landlord's agents' or employees' use of the Leased Premises or the Real Estate or resulting from or arising out of Landlord's or Landlord's agents' or employees use of the Leased Premises or the Real Estate excepting, however, such claims or damages that may be due to or caused by the acts of Tenant or its agents.

10. Default.

10.1 By Tenant. In the event of default under this Agreement by Tenant, Landlord shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Agreement, except that Landlord shall not be entitled to distraint any personal property (including fixtures) on the Premises; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default

and Tenant shall have thirty (30) days after receipt of the notice within which to cure the default, during which period no remedy shall be pursued.

10.2 **By Landlord.** In the event of default by Landlord, Tenant shall be entitled to remedies as shall then be provided by law, including, but not limited to the right to terminate this Agreement, provided that Tenant shall give to Landlord written notice of any such default and Landlord shall have thirty (30) days after receipt of the notice within which to cure the default during which period no remedy shall be pursued.

11. **Maintenance; Casualty; Additional Antennas.**

11.1 **Maintenance by Tenant.** Tenant shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws. Upon the expiration or earlier of this Agreement, Tenant will remove the Antennas and Equipment from the Leased Premises, and will otherwise yield up the Leased Premises in at least as good a condition as when the same were entered upon by Tenant, ordinary wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

11.2 **Maintenance by Landlord.** Landlord shall maintain and keep in good condition, order and repair, and in compliance with state and municipal laws, the Building, including the foundation, walls (other than interior walls constructed by Tenant), ceilings and floors, windows, roofs, fixtures and structural columns and components of the Building, including, without limitation, the basic heating and electrical systems and fixtures installed or furnished by Landlord, unless such maintenance and repairs are necessitated by the negligent act or omission of Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs.

11.3 **Casualty.** If the Building is damaged for any reason so as to render the Leased Premises substantially unusable for the intended purpose as described in this Agreement, Rent shall abate for such period while Landlord, at Landlord's expense, restores the Building to its condition prior to such damage; provided, however, that at Landlord's option, Landlord may notify Tenant within ten (10) days following the occurrence of any such casualty or other damage that Landlord elects to terminate this Agreement. In such event, this Agreement will be deemed terminated as of the date of the event of casualty or damage. However, if Landlord has elected to restore the Building and Landlord fails to effect the repairs necessary to permit Tenant to conduct its operations on the Leased Premises within ninety (90) days from the date of casualty or other occurrence, then on or after the ninetieth (90th) day, Tenant shall have the right to terminate this Agreement, and any prepaid Rent shall be refunded to Tenant.

11.4 **Additional Antennas.** If, at any time after the Commencement Date of this Agreement, Tenant desires to install an additional Antenna or Antennas and radio equipment on the Leased Premises or as necessary, elsewhere on Landlord's Property, and Landlord determine that additional space is available to permit Tenant to do so, then Tenant shall have the option to install such additional Antenna(s) and radio equipment in and on the areas agreed to by Tenant and Landlord, and the Rent payable by Tenant to Landlord under this Agreement shall be adjusted by mutual agreement of the parties.

12. **Condemnation.** In the event any government or public body shall take all or such part of the Building, including the Leased Premises as shall make it physically or financially unfeasible for Tenant to conduct Tenant's operations on the Leased Premises, Tenant may terminate this Agreement upon thirty (30) days' written notice to Landlord, in which event, Tenant shall be liable for Rent and other payments only through the date on which the Building is taken.

13. **Taxes.** In the event that any real estate, personal property, sales or use tax should ever be due and payable by Tenant as a result of the existence of this Agreement or Tenant's operation of its Equipment on the Leased Premises, Tenant hereby agrees to pay its proportionate share of any such tax either to Landlord or directly to the taxing authority.

14. **Notices.** All notices and other writings required to be given by one party to the other under this Agreement must be in writing and shall be deemed given on the date the notice is received by the recipient. Notices may be sent via U.S. Mail, receipted telecopy, by recognized courier or by personal delivery. Notices shall be sent to the parties at their addresses set forth on the first page of this Lease or to any other address that the parties may designate by providing written notice one to the other.

15. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter, and supercedes all prior offers, negotiations, and agreements between the parties. This Agreement shall not be binding on either party until it has been executed by both Landlord and Tenant.

16. **Quiet Enjoyment.** So long as Tenant pays the Rent provided herein and abides by the other terms and conditions of this Agreement, Landlord covenants and agreed that Tenant shall have quiet enjoyment of the Leased Premises for so long as this Agreement is in effect to the full extent permitted by the law of the state where the Leased Premises is located.

17. **Succession.** This Lease shall extend to and be binding upon the successors and assigns of the parties.

TENANT

ST Network Services LLC

By: _____

Name: _____

Title: _____

LANDLORD

The County of McLean

By: _____

Name: Matt Sorensen

Title: Chairman – McLean County Board

LEASE AGREEMENT

WHEREAS, the COUNTY of McLEAN, a body corporate and politic, (hereinafter referred to as "LANDLORD") whose principal offices are located at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, and McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services, whose principal offices are located at One PAETEC Plaza, 600 WillowBrook Office Park, Fairport, New York 14450 (hereinafter referred to as "TENANT") for and in consideration of the mutual covenants and promises contained herein the parties hereto and agreed as follows:

1. **Leased Premises:** LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD the following, which together constitute the leased premises, i) Suite 500-H on the fifth(5th) floor of the McLean County Health Department Building (hereinafter referred to as the "building") at 200 W. Front Street, Bloomington, Illinois as shown on Exhibit A attached hereto and incorporated herein by reference ii) those certain conduit(s), partial conduit(s) inside the building and underneath the parking lot of the building that may be utilized by Tenant (the "Pathway") as provided in paragraph 5, iii) certain space on the penthouse roof for the installation, operation and maintenance of an antenna and appurtenant radio equipment as provided in section paragraph 6.

2. **Term:** The initial term of the Lease Agreement shall be for a period of Three (3) years, commencing September 1, 2009, and terminating August 31, 2012.

3. **Rent:** For the initial term of Three (3) years, TENANT agrees to pay rent of \$563.73 per month to LANDLORD. LANDLORD acknowledges that TENANT pays all rent on the first business day of each calendar month and rent shall not be considered late unless received after the tenth (10th) day of the month then due. All monthly rent payments shall be made payable to: **McLean County Treasurer**, and mailed to: **McLean County Treasurer, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400.**

At TENANT'S option, Rent may be paid to LANDLORD by wire transfer with the bank routing information that LANDLORD so designates below, which LANDLORD may change from time to time with reasonable prior written notice to TENANT.

4. **Options to Renew:** Parties mutually agree to permit TENANT three (3) options to renew this Lease Agreement each being for three (3) year periods, by TENANT sending a Certified Mail letter exercising such option(s) not less than one hundred eighty (180) days prior to the expiration of initial term or any subsequent terms thereof to:

Office of the County Administrator
Government Center – Room 401
115 E. Washington Street
Bloomington, Illinois 61702-2400

With copy to:
Director, Facilities Management
McLean County Law and Justice Center
104 W. Front Street – Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400

Parties agree that rent shall be increased by an amount equal to 3% of the expiring term's monthly rent for each renewal period. (see below payment schedule)

<u>Option Periods:</u>	<u>Annual Rent:</u>	<u>Monthly Rent Payments:</u>
Initial term (3 years)	\$6,764.76	\$563.73
1 st (3) year option term	\$6,967.70	\$580.64
2 nd (3) year option term	\$7,176.71	\$598.06
3 rd (3) year option term	\$7,392.02	\$616.00

5. Tenant's Use and Operation:

a. TENANT shall use the Leased Premises only for a Point of Presences (POP). TENANT shall not use the Leased Premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. TENANT shall, during all terms of this Lease Agreement, continuously use the Leased Premises for the purposes stated herein.

b. TENANT shall comply with all laws concerning the Leased Premises or TENANT's use thereof.

c. TENANT shall mark the Pathway to indicate the location of it facilities within the building. TENANT shall join J.U.L.I.E if required by law, 220 ILCS 50/3 and but regardless of whether TENANT joins J.U.L.I.E., TENANT AND LANDLORD agree that they shall follow the procedures set forth in the Statewide-One Call Notice System, 220 ILCS 50/1 et.seq with respect to marking the location of the Pathway beneath the parking lot and that any liability for damage to that part of the Pathway shall be as provided in 220 ILCS 50/11.

d. TENANT shall not have the right to excavate or in any way disturb the surface of the parking lot without the prior approval and written consent of LANDLORD, which consent shall not be unreasonably withheld. LANDLORD shall control the manner and scheduling of such work to minimize any interference in the use of the parking lot.

6. Antenna: TENANT may install, operate, maintain and replace a maximum of two antenna and related radio communications equipment on the penthouse roof of the building under the following conditions.

a. All of TENANT'S radio equipment shall be labeled with Tenant's name, call sign, transmitting frequency and location.

b. TENANT'S equipment, its installation, operation and maintenance shall not interfere with the operation of LANDLORD'S radio equipment or the radio equipment other tenants having antenna and radio operations on the building or on any other building or buildings owned by or under the control of LANDLORD in the area surrounding the Health Department Building,

which exists prior to such time as Tenant installs its antenna and related radio communication equipment. In the event TENANT causes any such interference, TENANT will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If TENANT is unable to eliminate the interference, TENANT agrees to remove such equipment from the Leased Premises. In the event LANDLORD and another Tenant's equipment which is installed subsequently to Tenant's installation causes interference with Tenant's equipment LANDLORD shall cause such interference to cease upon notice from Tenant.

7. **Utilities and Services:** LANDLORD agrees to pay all common building utilities for gas, water, and sewer services used or consumed by TENANT. TENANT, at its expense, shall install an electrical meter (if not already installed by TENANT on a prior occasion) for the purposes of recording and billing directly to TENANT the electrical utility services used or consumed by TENANT in the Leased Premises. TENANT shall be responsible for the timely payment of all electrical services charged to TENANT by the electrical utility provider. Additionally, TENANT shall be responsible for payment of all telephone and data network charges associated with the Leased Premises. TENANT, at its option, may be permitted to display its name on any existing building marquee bulletin board, the listing of their Leased Premises. TENANT need only contact LANDLORD for such listings.

8. **Building Common Areas:** TENANT shall be entitled to use of the areas designated from time to time by LANDLORD to be "common areas", and which are adjacent to or benefit the Leased Premises. Such common areas shall include the adjacent parking lot for TENANT services vehicles, the trash receptacle located in said parking lot, exterior sidewalks, entry lobby and restrooms located within the building. TENANT shall not interfere with or restrict the use of the common areas by other tenants or their patrons,

9. **General Maintenance and Repair:** LANDLORD shall perform general maintenance and repair of the structural portions of the Leased Premises and the exterior of Leased Premises. Notwithstanding the forgoing, LANDLORD shall not be responsible for the cost of repairs and maintenance caused by the intentional or unintentional acts or failure to act or negligence of the TENANT or TENANT's employees, agents, or invitees. TENANT shall keep and maintain the interior of the Leased Premises in good condition and repair, at its own expense. Further, TENANT shall remove all office and/or food waste from the Leased Premises daily when the Leased Premises are occupied and used by TENANT, it's employees, contractors or agents and TENANT shall not allow any office or food waste to remain in Leased Premises during times TENANT, it's employees, contractors or agents are not occupying or using the Leased Premises. TENANT is not permitted to display advertisings, posters, notices, or any company information viewable by the public or other TENANTS anywhere inside the interior or exterior of building or grounds at any time. This includes all common areas.

TENANT shall operate all Leased Premises heating, air conditioning, electrical and plumbing systems only in accordance with proper procedures and physical inspection and adjustments for the operation of the same and will keep the Premises in a clean and healthful condition. LANDLORD shall be responsible for all maintenance and repair of existing heating, ventilating and air conditioning systems servicing the Leased Premises and shall use its best efforts to keep said systems in working order. TENANT shall be responsible for the expense and performance

of installation and maintenance of any additional heating, ventilating and air conditioning equipment which may be required for TENANT's purposes, subject to prior approval of LANDLORD.

10. **Alterations:** No alterations, additions, or improvement shall be made by TENANT in or to the Leased Premises without the express prior written consent of LANDLORD. All alterations, additions, or improvements (including fixtures) which may be made or installed upon the Leases Premises and which in any manner are attached to the floors, walls, or ceiling, or plumed chases, shall be the property of LANDLORD and at the termination of the Lease Agreement shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation, or injury. Notwithstanding the foregoing, the parties agree that the items listed on Exhibit B attached hereto and incorporated by reference were installed by TENANT and may be removed by TENANT at the expiration of the Term of this Lease. LANDLORD may designate by written notice to TENANT certain fixtures, trade fixtures, alterations, and additions to the Leased Premises which shall be removed by TENANT at the expiration of the Lease. The parties may also agree in writing, prior to the installation or construction of any alterations, or fixtures to the Leased Premises by TENANT that the TENANT may either cause the removal of such items at the time of expiration of this Lease, or that they may be left in the Leased Premises. The TENANT shall, at its own expense, repair any damages to the Leased Premises caused by the removal of any of its trade fixtures, alternations, etc. TENANT shall comply with all applicable building codes, the American with Disabilities ACT ("ADA"), and any other environmental or building safety issues and state, local, and federal regulations applicable to all improvements/alterations consented to by LANDLORD and installed by TENANT. Should TENANT at any time desire to install an antenna on top of the Penthouse of building, TENANT agrees to work with LANDLORD to ensure that the placement and activation of any antenna(s) does not interfere with any other TENANT antennas already installed on the roof.

11. **Taxes:** LANDLORD shall pay all real estate taxes, if applicable, including installations of special assessments levied against the building in which Leased Premises resides. TENANT shall pay all personal property taxes assessed against any personal property owned or leased by TENANT, including personal property taxes attributable to all improvements made by TENANT.

12. **Insurance and Indemnity:**

a. **Covenants to Hold Harmless:** LANDLORD shall be defended and held harmless by TENANT from any liability for damages to any person or any property of TENANT, and its employees and all persons in the premises at its or their invitations, or with their consent, but excluding liability for damages which may have been caused by acts or negligence of LANDLORD or its employees or agents. All property kept, stored, or maintained in the Leased Premises shall be kept, stored, or maintained at the risk of TENANT only. TENANT shall not suffer or give cause for the filling of any lien against the Leased Premises. Except in the event of LANDLORD's negligence LANDLORD shall not be liable for injury or damage to persons or property occurring in, on, or about the Leased Premises, nor for any such damage arising from acts or negligence of any occupants of adjacent or contiguous space or property.

b. **Fire and Casualty Insurance.** LANDLORD shall obtain and maintain a policy of fire and casualty insurance with extended coverage provisions applicable to the Leased Premises and protecting LANDLORD against loss to the structure of the Premises. TENANT shall also be responsible for obtaining a policy of fire and casualty insurance protecting TENANT against loss or damage of or to its furnishing, equipment and personal property in or on the premises.

c. **Added Risk:** TENANT shall be responsible for and pay any increase in fire and casualty insurance rates or premiums on the Leased Premises caused by TENANT. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from the TENANT's activities. TENANT's share of annual premiums for such insurance, as required by this paragraph, shall be paid by TENANT to LANDLORD with ten (10) days after TENANT's receipt of LANDLORD's written request for the same.

d. **Tenant's Obligation to Carry Public Liability Insurance:** TENANT shall, during the initial term or any subsequent additional terms thereof, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises and the business operated by TENANT and/or any agent of TENANT in the Leased Premises, and in which the limits of liability shall not be less than Two Million Dollars (\$2,000,000.00), for personal injuries sustained to any person or persons arising out of a single act and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. LANDLORD shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. TENANT shall furnish LANDLORD a Certificate of Insurance, in a form acceptable to LANDLORD, as evidence that such insurance is in full force and effect during the tenancy of the Lease or any additional terms thereof. TENANT shall furnish LANDLORD additional certificates of TENANT's insurance within twenty (20) days of receipt of a written request by LANDLORD of such certificate.

e. **Waiver of Subrogation Rights Under Insurance Policies:** Notwithstanding anything to the contrary contained herein, the parties hereto release the other, and other tenants in the building, to the extent of each party's insurance coverage from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees, or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such times as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

13. **Late Fee:** TENANT expressly agrees to make all payments of monthly rent due as required hereunder on or before the due date for payments. TENANT agrees to pay a Twenty Dollar (\$20.00) per day late charge which shall be imposed for all rent payments not received on or before the tenth (10th) day of the month. These fees are to be considered as liquidated amounts representing LANDLORD's damages and costs of administration on account of the late payment. TENANT's failure to immediately pay the aforementioned fees as they become due shall constitute TENANT in default hereunder.

14. **Estoppel:** Each party, within thirty (30) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a Certificate stating that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The Certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the Certificate within the thirty (30) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the Certificate and any successor to the party so requesting, that this Lease Agreement is in full force and effect and has not be modified except as may be represented by the party requesting the Certificate.

15. **Access to Premises:** After providing TENANT with reasonable prior written notice, LANDLORD shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to the Leased Premises or any property owned or controlled by LANDLORD.

16. **Hazardous Materials:**

a. **Prohibition:** TENANT expressly covenants and agrees to not cause or permit to be brought to, produced upon, disposed of or stored at the Leased Premises any Hazardous Materials in violation of applicable law. For purposes of this prohibition, Hazardous Materials shall mean and be construed as any substance, in any form, which is regulated by statute, regulation, ordinance, rule, or prohibition including, but not limited to, the Comprehensive Environment Response and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; or municipal county, or state laws; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification:** TENANT expressly covenants and agrees that in the event any Hazardous Materials is produced or stored at, brought to, or released on the Leased Premises in violation of applicable law by TENANT, its agents, employees, invitees, licensees, or by the negligence of TENANT, its agents, employees, invitees, or licensees:

- (i) TENANT shall immediately notify LANDLORD of the event;
- (ii) TENANT shall take immediate preventive measures to abate the presence of Hazardous Materials at the Leased Premises;
- (iii) TENANT shall remediate and clean up the Leased Premises, at its own cost, expense, and labor, to LANDLORD's and any inspecting agencies satisfaction;
- (iv) TENANT shall be solely liable for all costs for removal of any Hazardous Materials and for cleaning of the Leased Premises, including any common areas, other tenant's spaces, grounds, landscaping, and parking lots, caused by TENANT, or its agents, employees, invitees, or licensees.

- (v) TENANT shall be solely liable for damages to LANDLORD arising from any such Hazardous Materials and does expressly indemnify and hold harmless LANDLORD from any claims, liability, expenses or damages, choses in action, fines, or costs (including actual attorney's fees) therefore.

- (vi) During the term of this Lease Agreement, or any subsequent renewals or extensions thereof, both parties agree to comply with all Federal, state, and local statutes, regulations, executive orders and ordinances concerned with the emission, spill, release, or discharge of any substance or solid waste into the air, soil, surface or groundwater, or any sewer, septic tank or waste treatment, storage or disposal system servicing the Leased Premises (collectively "Environmental Laws") respectively applicable to each party. Except where responsibility is designated to TENANT herein, LANDLORD shall, at LANDLORD's expense comply with all Environmental Laws having jurisdiction over the LANDLORD or LANDLORD's business with respect to the building in which Leased Premises are located. LANDLORD represents and warrants to TENANT that (i) it has not received any notice of alleged violation at the Leased Premises of any Environmental Laws; and (ii) to the best of LANDLORD's knowledge, information and belief with respect to the Leased Premises and the building in which Leased Premises is located, there are no violations of any environment Laws. LANDLORD and TENANT shall promptly notify the other of any discussions between it or its agents, employees, or attorneys and any federal, state, or local officials concerning any alleged violation at the Leased Premises of any Environmental Laws. LANDLORD and TENANT agree to indemnify and hold harmless the other from and against any and all liabilities, damages, judgements, causes or action, claims and expenses which may be incurred by LANDLORD or TENANT, as the case may be, relating to or arising out of any breach of the foregoing covenants.

c. **Survival:** TENANT and LANDLORD expressly covenant and agree that the respective duties, obligations, and liabilities of each party under the preceding sections 17(a) and 17(b) shall survive the termination of this Lease Agreement, and are binding upon TENANT and LANDLORD and their successors and assigns.

17. **Condemnation:** In the event a part of the Leased Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit TENANT to carry on its business including the use of the Pathway in a manner comparable to which it has become accustomed, then this Lease Agreement shall continue, but the obligation to pay rent on the part of TENANT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the Leased Premises shall be taken, or so much of the Leased Premises is taken that it is not feasible to continue a reasonably satisfactory operation of TENANT's business, then the Lease Agreement shall be terminated. Such termination shall be without prejudice of the rights of

either LANDLORD or TENANT to recover compensation from the condemning authority for any loss or damage by such condemnation. Neither LANDLORD nor TENANT shall have any right in or to any award to the other by the condemnation authority.

18. **Destruction:** Except as otherwise provided in this Lease Agreement, in the event the Leased Premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of LANDLORD. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the Leased Premises which is rendered unusable by TENANT in the conduct of its business.

In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the Leased Premises have been rendered unoccupiable as a result of such damage, or if there had been a declaration of any governmental authority that the Leased Premises are unsafe or unfit for occupancy, then LANDLORD or TENANT shall have the right to terminate this Lease Agreement.

19. **Insolvency:** Neither this Lease Agreement nor any interest therein, nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if TENANT shall be adjudicated insolvent pursuant to the provision of any state of insolvency act, or if a receiver or trustee of the property of TENANT shall be appointed by reason of TENANT's insolvency or inability to pay its debts, or if any assignment shall be made of TENANT's property for the benefit of creditors, then and in any such event, LANDLORD may, at its option, terminate this Lease Agreement and all rights of TENANT hereunder, by giving to TENANT in writing of the election of LANDLORD to so terminate.

20. **Assignment and Subletting:** TENANT shall not assign or in any manner transfer this Lease Agreement or any estate or interest herein without the previous written consent of LANDLORD, which consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without the LANDLORD's written consent shall be voidable, and at LANDLORD's election, shall constitute a default. Consent to any assignment, encumbrance, or sublease shall not constitute a further waiver of the provisions of this paragraph.

Notwithstanding the above, however, TENANT may without the prior consent of LANDLORD, assign this Lease Agreement or sublet all or any part of the Leased Premises to TENANT's parent corporation, or its wholly owned subsidiaries or affiliates, upon written notice to LANDLORD. In the event of any such assignment or subletting, TENANT shall remain primarily liable to perform the obligations imposed on TENANT hereunder.

21. **Default of Tenant:** If TENANT shall fail to make any payment of any rent due hereunder within five (5) days of written notification by LANDLORD that such payment is past due; or if default shall continue in the performance of any of the other covenants or conditions which TENANT is required to observe and perform under this Lease Agreement for a period of thirty (30) days following written notice of such failure, and thereupon may, at its option, without

notice or demand of any kind to TENANT have one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity:

a. Terminate this Lease Agreement, repossess the Leased Premises and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by TENANT during the balance of the Term of this Lease Agreement, less the fair rental value of the premises for said period, together with any other sum of money owed by TENANT to LANDLORD.

b. Without waiving its right to terminate this Lease Agreement, terminate TENANT's right of possession and repossess the Leased Premises without demand or notice of any kind to TENANT, in which case LANDLORD may relet all of any part of the Leased Premises. TENANT shall be responsible for all costs of reletting.

c. Cure the default and recover the cost of curing the same being on demand.

22. **Termination; Surrender of Possession:**

a. Upon the expiration or termination of this Lease Agreement, TENANT shall:

(i) Restore the Leased Premises to their condition, including repair of all holes in walls, at the beginning of the Term (other than as contemplated by Section 9 above), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Leased Premises and the Property and repair any damage caused by such removal;

(ii) Surrender possession of the Leased Premises to LANDLORD; and

(iii) Upon the request of LANDLORD, at TENANT's cost and expense, remove from the Property all signs, symbols, and trademarks pertaining to TENANT's business and repair any damages caused by such removal.

b. If TENANT shall fail or refuse to restore the Leased Premises as hereinabove provided, LANDLORD may do so and recover its cost for so doing. LANDLORD may, without notice, dispose of any property of TENANT left upon the Leased Premises in any manner LANDLORD shall choose without incurring liability to TENANT or to any other person. The failure of TENANT to remove any property from the Leased Premises shall forever bar TENANT from bringing any action or asserting any liability against LANDLORD with respect to such property.

23. **Quiet Enjoyment:** Upon payment by the TENANT of rents herein provided, and upon the observance and performance of all the covenants, terms, and conditions on TENANT's part to be observed and performed, TENANT shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof without hindrance or interruption by LANDLORD or any other

person or persons lawfully or equitably claiming by, through or under the LANDLORD, subject, nevertheless, to the terms and conditions of this Lease Agreement.

24. **Mechanics Lien:** TENANT shall pay all costs and expenses for construction or alterations done by it or caused to be done by it on the Lease Premises as permitted under this Lease Agreement. TENANT shall keep the building, other improvements, and land on which Leased Premises are a part free and clear of all mechanic's liens during all terms of the Lease Agreement, and in the case of the filing of any such lien, TENANT shall promptly pay the same. If default in the payment thereof shall continue for thirty (30) days after written notice thereof from LANDLORD to TENANT, LANDLORD shall have the right and privilege, at LANDLORD's option, of paying the same or any portion thereof without inquiry as to the validity thereof. Any amounts so payable, including expenses and interest, shall be additional indebtedness hereunder due from TENANT to LANDLORD and shall be repaid to LANDLORD by TENANT immediately on rendition of a bill thereof.

25. **Waiver:** One or more of any covenant or condition by LANDLORD shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LANDLORD to or of any act of TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent or approval to or of any subsequent similar act by TENANT.

26. **Notices:** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid by sender, return receipt to the following, or to such other address as shall be furnished in writing to one by the other:

If to LANDLORD: Office of the County Administrator
Government Center – Room 401
115 E. Washington Street
Bloomington, Illinois 61702-2400
(309) 888-5110 voice

With copy to: Director, Facilities Management
McLean County Law and Justice Center
104 W. Front Street – Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice

If to TENANT: McLeodUSA Telecommunications Services, Inc.
d/b/a PAETEC Business Services
One PAETEC Plaza
600 WillowBrook Office Park
Fairport, New York 14450
Attn: Leasing – Real Estate

Invoices to:
McLeodUSA Telecommunications Services, Inc.
d/b/a PAETEC Business Services
Three Morrocroft Centre
6901 Morrison Boulevard
Charlotte, NC 28211
Attn: Lease Administrator

27. **Agency:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by a third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

28. **Partial Invalidity:** If any term, covenant, or condition of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

29. **Holding Over:** Any holding over after the expiration of any term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy from month to month at the rents herein specified and applicable at the time (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

30. **Successors:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless the assignment to such assignee has been approved by LANDLORD in writing as provided above.

31. **Subordination:** LANDLORD reserves the right to subject and subordinate this Lease Agreement at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. TENANT shall execute and deliver, upon LANDLORD's request, such further instrument(s) subordinating this Lease Agreement to the lien of any such mortgage as shall be requested by LANDLORD's mortgage lender of lenders, so long as such instrument shall not permit the termination of TENANT's interest herein if TENANT is not in default in its obligations hereunder. TENANT shall also, at the request of LANDLORD or LANDLORD's mortgage lender execute an instrument acknowledging assignment by LANDLORD to LANDLORD's mortgage lender of all of LANDLORD's rights under this Lease Agreement, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of

default by LANDLORD in any of the terms and conditions of the mortgage or mortgages on subject property.

32. **Governing Law:** This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

33. **Time:** Time is of the essence of each provision of this Lease Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement on the _____ day of _____, 2009.

APPROVED: BY McLEAN COUNTY:

Matt Sorenson, Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the McLean County Board

APPROVED: By McLeodUSA Telecommunications Services, Inc.

_____ Title: _____

ATTEST:

_____ Title: _____

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
EASTERBROOK DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Irvin Bane as a Commissioner of the Easterbrook Drainage District, it is advisable to consider a reappointment to this position; and,

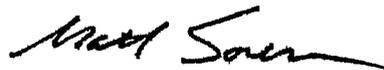
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Irvin Bane as a Commissioner of the Easterbrook Drainage District for a term of three years to expire on the first Tuesday in September, 2012, 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 Irvin Bane, Jay Reece, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD WAYNE EYMANN
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

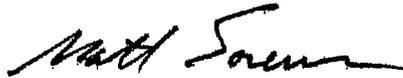
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 Donald Eymann, John Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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

**A RESOLUTION FOR REAPPOINTMENT OF DAVID WILKINS
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of David Wilkins as a Commissioner of the Golden Rule Drainage 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, 605/3-9, 4-1, 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 David Wilkins as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 David Wilkins, John Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

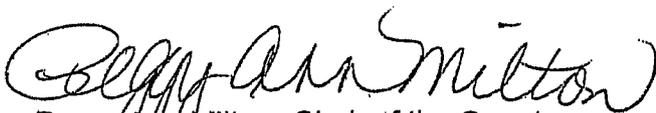
Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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

A RESOLUTION FOR REAPPOINTMENT OF ENID SCHLIPF
AS A COMMISSIONER OF THE
GRIDLEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Enid Schlipf as a Commissioner of the Gridley Drainage District, it is advisable to consider a reappointment to this position; and,

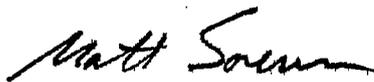
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Enid Schlipf as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 Enid Schlipf, Ben Roth, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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

**A RESOLUTION FOR REAPPOINTMENT OF JOHN LEONARD
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of John Leonard as a Commissioner of the Kumler Drainage 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, 605/3-9, 4-1, 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 Leonard as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2012, or until a successor shall have been qualified and appointed.

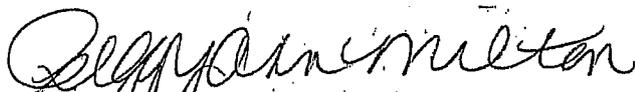
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to John Leonard, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:


Matt Sorensen, 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

A RESOLUTION FOR REAPPOINTMENT OF DAVID BRUCKER
AS A COMMISSIONER OF THE
MACKINAW DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of David Brucker as a Commissioner of the Mackinaw Drainage District, it is advisable to consider a reappointment to this position; and,

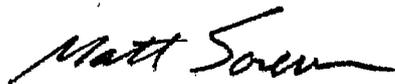
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 David Brucker as a Commissioner of the Mackinaw Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 David Brucker, Thomas L. Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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

**A RESOLUTION FOR REAPPOINTMENT OF JERRY HENDERSON
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Jerry Henderson as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider a reappointment to this position; and,

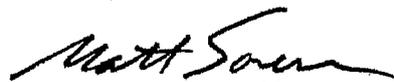
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Jerry Henderson as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2012, 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 Jerry Henderson, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

E:\ANNIAPT\DD_Henderson.RES

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JAMES LINDSAY
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of James Lindsay as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment to this position; and,

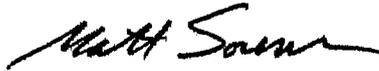
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 James Lindsay as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 James Lindsay, Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF DANIEL BRUCKER
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Daniel Brucker as a Commissioner of the Sangamon River Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, 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 Daniel Brucker as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2012, 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 Daniel Brucker, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen
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
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF STEVEN CRUMBAUGH
AS A COMMISSIONER OF THE
SOUTH EMPIRE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Steven Crumbaugh as a Commissioner of the South Empire Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

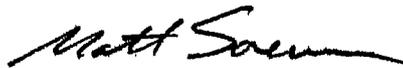
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Steven Crumbaugh as a Commissioner of the South Empire Drainage District for a term of three years to expire on the first Tuesday in September, 2012, 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 Steven Crumbaugh, Commissioner, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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

**A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
WHITE STAR DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Irvin Bane as a Commissioner of the White Star Drainage 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, 605/3-9; 4-1, 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 Irvin Bane as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2012, 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 Irvin Bane, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

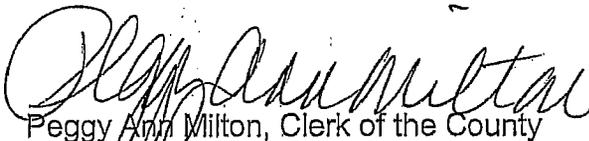
ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF RICHARD STOLLER
AS A COMMISSIONER OF THE
YATES DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Richard Stoller as a Commissioner of the Yates Drainage District, it is advisable to consider a reappointment to this position; and,

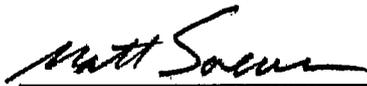
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Stoller as a Commissioner of the Yates Drainage District for a term of three years to expire on the first Tuesday in September, 2012 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 Stoller, Al Freehill, Attorney for the District, the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

**A RESOLUTION FOR APPOINTMENT OF JON REIMER
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Donald Jacobs as a Commissioner of the Chenoa Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, 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 appointment of Donald Jon Reimer as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jon Reimer, Mr. Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:



Matt Sorensen, 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 APPOINTMENT OF EDWARD D. BELCHER
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Mark Reynolds as a Trustee of the Downs Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

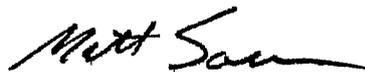
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Edward D. Belcher as a Trustee of the Downs Fire Protection District to complete a term of three years to expire on April 30, 2010 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 Edward D. Belcher and Greg Knapp, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:


Matt Sorensen, 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
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF KEITH DEFRIES
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Leslie Defries as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

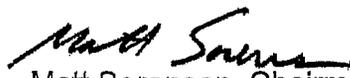
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 Keith Defries as a Commissioner of the Lawndale-Cropsey Drainage District for a three-year term to expire on the first Tuesday in September, 2012 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 Keith Defries, Tom Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2009.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

Members Segobiano/Owens moved the County Board approve the Consent Agenda. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE

Member Owens stated: The Executive committee brings no items for action this morning. Our General Report can be found on pages 52-57.

PROPERTY COMMITTEE

Member Bostic stated: We bring no action items to the Board. Our General Report can be found on pages 62-64.

TRANSPORTATION COMMITTEE

Member Hoselton stated: We have no items for action today. Our General Report can be found on pages 65-71.

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0103

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 2009 appropriation in Fund 0103 W.I.C. Grant Fund, 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. The Auditor is requested to increase revenue line 0103-0061-0062-0404-0031 W.I.C. Grant by \$8,744 from \$389,500 to \$398,244.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0103, Department 0061, Program 0062, Personal Health Services as follows:

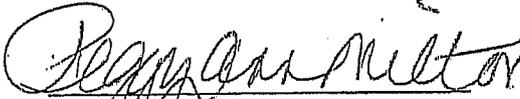
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full-time Employees Salary	\$269,206	\$ 10,921	\$ 280,127
0515-0001	Part-time Employees Salary	\$ 21,782	\$ (4,413)	\$ 17,369
0599-0001	County IMRF Contribution	\$ 21,650	\$ 484	\$ 22,134
0599-0002	Employee Medical/Life Ins	\$ 28,234	\$ 1,254	\$ 29,488
0599-0003	Social Security Cont.	\$ 22,261	\$ 498	\$ 22,759
TOTALS:		\$363,133	\$ 8,744	\$ 371,877

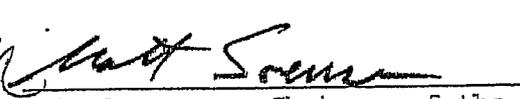
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 18th day of August, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09WICamendment

A Resolution Amending the Fiscal Year 2009 McLean
 County Full-Time Equivalent Position Resolution
 Associated with an Ordinance to Amend the Fiscal Year
 2009 McLean County Combined Appropriation and Budget
 Ordinance for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0103 to authorize position changes associated with increased funding from the Illinois Department of Human Services for the WIC program. These funds will support additional nutritionist time to assist with nutrition education and supplement food instrument distribution.

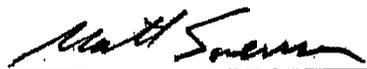
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual		Now	New
				FTE	Months		
Decrease	0103-0061	0062	0515-8041	(.40)	4.0	.60	.47
Increase	0103-0061	0062	0503-8041	1.00	4.0	2.00	2.33

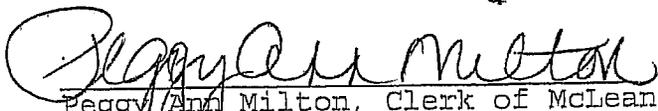
This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 18th day of August 2009.

APPROVED


 Matt Sorensen, Chairman
 McLean County Board

ATTEST:


 Peggy Ann Milton, Clerk of McLean County
 Board of the County of McLean
adm\budg\05FTR103WICNutritionist

Members Owens/Moss moved the County Board approve a Request Approval of an Ordinance of the McLean County Amending the 2009 Combined Appropriation and Budget Ordinance for Fund 0103 - Health Department and Approval of a Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0103 - Health Department.

Member Wendt stated: In reading this, I see that we are getting extra money from the federal government and we are adding a full-time job rather than a part-time job. I think at this point in time, we should probably reject this type of thing because we are increasing our budget. I will be voting no on those two items.

Clerk Milton shows all Members present voting in favor of the Motion, except for Member Wendt voting no. Motion carried.

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2009 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 2009 appropriation in Fund 0105 Preventive Health Grant Fund, 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:

- The Auditor is requested to increase revenue line 0105-0061-0067-0404-0046 Asthma Grant by \$10,000 from \$0 to \$10,000.
- 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 Program as follows:

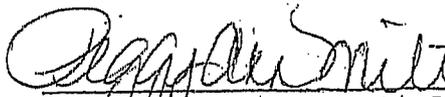
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0612-0003	Educational Materials	\$11,005	\$ 7,200	\$ 18,205
0630-0001	Postage	\$ 700	\$ 300	\$ 1,000
0701-0001	Advertising/Legal Notices	\$24,894	\$ 2,000	\$ 26,894
0793-0001	Travel	\$ 1,870	\$ 500	\$ 2,370
TOTALS:		\$38,469	\$ 10,000	\$ 48,469

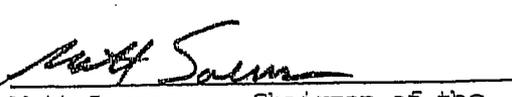
- That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 18th day of August, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen Chairman of the
McLean County Board

F:\adm\budg\09Julyasthmaamendment

Members Owens/Cavallini moved the County Board approve a Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance for Fund 0105 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion, except for Member Wendt voting no. Motion carried.

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
 Amending the 2009 Combined
 Appropriation and Budget Ordinance for Fund 0107.

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 2009 appropriation in Fund 0107 Bio-Terrorism Grant Fund, 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:

- The Auditor is requested to increase revenue line 0107-0061-0062-0404-0072 IDPH Emergency Preparedness Grant by \$12,538 from \$112,000 to \$124,538.
- That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, Bio-Terrorism Program as follows:

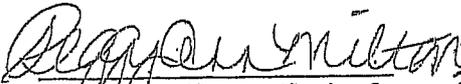
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-time Employees Salary	\$55,265	\$ 2,598	\$ 57,863
0599-0001	County IMRF Contribution	\$ 8,730	\$ 194	\$ 8,924
0599-0003	Social Security Cont.	\$ 9,133	\$ 199	\$ 9,332
0612-0003	Educational Materials	\$ 2,460	\$ 4,000	\$ 6,460
0718-0001	Schooling & Conferences	\$ 4,000	\$ 1,097	\$ 5,097
0741-0001	Office Equip/Furniture, Maint.	0	\$ 650	\$ 650
0743-0001	Radio/Comm. Equipment Maint.	0	\$ 2,000	\$ 2,000
0750-0001	Equipment Maint. Contract	\$ 300	\$ 700	\$ 1,000
0773-0001	Non-Contractual Services	\$ 110	\$ 350	\$ 460
0778-0001	Data Processing User Fee	\$ 200	\$ 250	\$ 450
0790-0004	Equipment Rental	\$ 0	\$ 500	\$ 500
TOTALS		\$80,198	\$ 12,538	\$ 92,736

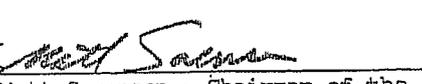
- That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 18th day of August, 2009.

ATTEST:

APPROVED:


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


 Matt Sorensen, Chairman of the McLean County Board

F:\adm\budg\09Bioterrorismamendment

A Resolution Amending the Fiscal Year 2009 McLean
 County Full-Time Equivalent Position Resolution
 Associated with an Ordinance to Amend the Fiscal Year
 2009 McLean County Combined Appropriation and Budget
 Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0107 to authorize position changes associated with additional funds received for Emergency Preparedness requiring increased planning and program oversight associated with the Bio-Terrorism Response Program.

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:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0107-0061	0062	0515-8127	.18	4.0	.69	.75

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

Adopted by the County Board of McLean County this 18th day of August 2009.

APPROVED

Matt Sorensen
 Matt Sorensen, Chairman
 McLean County Board

ATTEST:

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

Members Owens/Rackauskas moved the County Board approve a Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department and Approval of a Resolution Amending the Fiscal year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0107 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion, except for Member Wendt voting no. Motion carried.

Member Owens stated: Our General Report can be found on pages 80-99.

Member Renner, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into by and between the McLean County Court Services Department, hereinafter referred to as "Court Services", and the Law & Justice Commission, MTU 8, hereinafter referred to as the "Region".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

TRAINING OF COURT SERVICES PERSONNEL

The Region shall provide training for Court Services personnel employed in the administration of justice. This authority is vested in the Region and Court Services pursuant to Article VI, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and in accordance with the Intergovernmental Law Enforcement Officers Training Act (50 ILCS 720/1 et. seq.), hereinafter referred to as the "Act", and the Probation and Probation Officers Act (730 ILCS 110/1 et. seq.).

DUTIES & RESPONSIBILITIES OF THE REGION

The Region shall have as its duties and responsibilities those which are prescribed in the Act (50 ILCS 720/1 et. seq.) and those which are set forth in this Agreement.

1. The Region shall make rules pursuant to the Act and this Agreement.
2. The Region shall cooperate and coordinate its efforts with the Illinois Local Government Law Enforcement Officers Training Board (hereinafter "Board").
3. The staff of the Region shall consist of a full-time director appointed by the Board who shall be the chief executive officer of the Region and such clerical employees and other personnel as shall be authorized by the Board to be necessary for the operation of the Region, including:
 - a. Managing and coordinating the ongoing operation of the Region;
 - b. Employing, terminating and supervising authorized or part-time staff;
 - c. Arranging for qualified instructors from among the employees of the state, local or federal departments or agencies whenever practical, and obtaining other instructional services as required;
 - d. Preparing and presenting to the Board, not less than sixty (60) days prior to each fiscal year, a detailed proposed operating budget and a detailed schedule of proposed training for the upcoming year; and
 - e. Securing and keeping in force at all times a policy or policies of insurance in amounts to be determined from time to time by the Board to protect against liability arising out of the operation of the Region.

COMPENSATION/FUNDING

Court Services shall contribute an annual fee fixed by the Region. The fiscal year of the Region shall be July 1 through June 30. For the fiscal year July 1, 2009 through June 30, 2010 only, that amount is one-thousand eight-hundred seventy-five dollars (\$1,875.00) representing a fee fixed

by the Region of seventy-five dollars (\$75) for each of twenty-five (25) Court Services personnel. Such contribution shall be payable on or before October 1 of each fiscal year.

NONEXCLUSIVITY ACKNOWLEDGEMENT

The parties hereto hereby stipulate and agree that nothing in this Agreement shall be interpreted to grant the Region an exclusive right to train Court Services personnel. Court Services hereby reserves the right to provide an in-service training program or to enter into other agreements with other persons or entities to train Court Services personnel.

TERMINATION

This Agreement may be terminated as follows:

1. By either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the date of intended termination, with or without cause.
2. By both parties hereto upon agreement, with or without cause.
3. By the Region for cause if Court Services fails to make contribution of the annual fee when due pursuant to this Agreement.

Upon termination, all of Court Services' rights to the services and privileges as set forth under this Agreement shall immediately cease and abate; and the Region shall disgorge and return to Court Services the unused pro rata share of any contributions already made to the Region for the fiscal year.

APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect until terminated as set forth above by either party in writing to the other at the addresses set out in this section.

Notices to the Region: Heartland Community College
 Attn: Law & Justice Commission MTU 8
 1500 West Raab Road
 Normal, IL 61761

Notices to Court Services: Lori McCormick, Director
 McLean County Court Services Department
 104 West Front Street, 7th Floor
 Bloomington, Illinois 61702

HUMAN RIGHTS

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.).

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY ALL PARTIES WITHIN THIS AGREEMENT. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the authorizations below.

COUNTY OF McLEAN

ATTEST:

Matt Sorenson, Chairman
McLean County Board

Peggy Ann Milton, Clerk of the
McLean County Board

Date _____

Date _____

McLEAN COUNTY
COURT SERVICES DEPARTMENT

LAW & JUSTICE COMMISSION
MTU 8

Lori McCormick, Director
McLean County Court Services

Walt Clark, Director
Law & Justice Commission MTU 8

Date _____

Date _____

Members Renner/Rankin moved the County Board approve a Request Approval of an Intergovernmental Agreement between the Law and Justice Commission Mobil Team Unit (MTU) #8 and McLean County Court Services - Court Services.

Member Renner stated: The intergovernmental agreement here will allow probation officers and detention officers to continue their training at the MTU local training headquarters, located at Heartland.

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

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> McLean County Sheriff's Office	<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> IL Criminal Justice Information Authority	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> AMERICAN RECOVERY ACT; JUSTICE ASSISTANCE GRANTS (JAG) PROGRAM Law Enforcement Officer Safety Equipment Funding Request	<u>Grant Date:</u> Start: End:
<u>Grant Amount:</u> \$40,000.00	<u>Grant Funding Method:</u> <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input checked="" type="checkbox"/> Pre-Funded <u>Expected Initial Receipt Date:</u>
<u>Match Amount (if applicable):</u> Required Match: \$0 Overmatch: \$0	<u>Source of Matching Funds (if applicable):</u>
<u>Grant Total Amount:</u> \$40,000.00	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information																									
<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$0</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$0</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$0</td> </tr> <tr> <td>Equipment</td> <td>\$40000.00</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$40,000.00</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$0	Fringe Benefit Cost	\$0	Total Personnel Cost	\$0	<u>Additional Expenses</u>		Subcontractors	\$0	Equipment	\$40000.00	Other	\$0	Total Additional Expenses	\$0	GRANT TOTAL	\$40,000.00	<u>Description of equipment to be purchased:</u> In-car cameras Radars Tasers Computer Forensic Technology <u>Description of subcontracting costs:</u> <u>Other requirements or obligations:</u>
Grant Expense Chart																									
Personnel Expenses	Costs																								
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Other	\$0																								
Total Additional Expenses	\$0																								
GRANT TOTAL	\$40,000.00																								

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature _____

Date _____

Grant Administrator/Coordinator Signature (if different) _____

Date _____

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

Members Renner/Hoselton moved the County Board approve a Request Approval to apply for the JAG Recovery Law Enforcement Grant from the Illinois Criminal Justice Authority Information Authority - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

ACCEPTANCE AND AWARD OF BID FOR FOOD SERVICE MANAGEMENT
MCLEAN COUNTY DETENTION CENTER

The County of McLean, having received and reviewed the proposal from Aramark Correctional Services, LLC submitted in response to a Request for Bids for food service management for the McLean County Detention Center issued by the Sheriff of McLean County, being advised by the Sheriff that the proposal as submitted meets the specifications set forth in the Request for Bid and that the proposal is the most advantageous to the County in terms of price and ability to provide the service does hereby accept said proposal and award the bid to Aramark Correctional Services, LLC.

The Request for Bid and the proposal submitted by Aramark contain the entire agreement of the parties. The proposal shall take precedence over the Request for Bid to the extent it is more specific or there is conflict between the two documents.

The Effective Date of this agreement shall be September 1, 2009.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities do now affix their signature to this Agreement on the date below indicated.

Mike Emery, Sheriff of McLean County

Date

Matt Sorensen, Chairman, McLean County Board

Date

ATTEST:

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

Date

Aramark acknowledges receipt of the Acceptance of Proposal and Award of Bid and agrees to provide food service management for the County of McLean as provided in the Request for Bid and the proposal, effective September 1, 2009.

Tom Burns, Senior Vice President,
Aramark Correctional Services, LLC

Dated this ___ day of _____, 2009

Members Renner/Segobiano moved the County Board approve a Request Approval to award bid for Jail Food Service to Aramark - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated: Our General Report can be found on pages 122-135.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon stated: We bring no items for action this morning. Our General Report can be found on pages 136-139.

Chairman Sorensen stated: A couple of months ago, we had a presentation from the Regional Planning Commission where they presented their draft regional plan, which has been routed to the Land Use and Development Committee for review. Is that scheduled or on the agenda coming up?

Member Renner stated: Both. It is scheduled, it is on the agenda for our September meeting. It is a meeting to which, obviously anyone can come, particularly Members of the County Board are welcome to hear and participate.

Chairman Sorensen stated: For those of you who haven't been on the Board for Regional Planning reports, this is their update Regional Plan which we saw at a full joint meeting with the Town of Normal and the City of Bloomington a couple of months ago. The Land Use and Development Committee will now spend some time reviewing that, talking about it, and will bring a recommendation to support, amend, or reject the plan. Where this becomes important is, it is used as a guideline to some extent in our own zoning discussions as questions and requests come to us. It is a comprehensive plan.

Member Gordon stated: The Land Use and Development Committee September meeting will be on Thursday, September 3rd, beginning at 4:45 p.m.

Member Rackauskas stated: I see we have the draft for the Greenway Plan, will that also be discussed at the same time with that, or not?

Member Gordon stated: It is certainly possible, time permitting, but the principle purpose of that meeting is to examine the proposed draft Regional Plan. If the Greenway discussion can be integrated with that, it could well be under consideration as well.

REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: I have nothing to report. I would be happy to answer any questions from the Members.

Approval of Bills

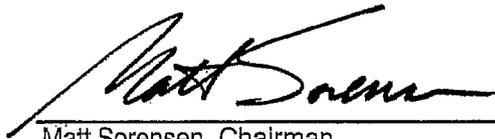
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

August 18, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$303,620.15	\$303,620.15
Finance	\$25,241.65	\$901,882.38	\$927,124.03
Human Services		\$402,842.42	\$402,842.42
Justice		\$2,071,356.45	\$2,071,356.45
Land Use		\$22,825.86	\$22,825.86
Property		\$721,488.69	\$721,488.69
Transportation		\$1,561,444.00	\$1,561,444.00
Health Board		\$479,951.62	\$479,951.62
Disability Board		\$32,772.02	\$32,772.02
T. B. Board		\$22,816.31	\$22,816.31
Total	\$25,241.65	\$6,520,999.90	\$6,546,241.55



Matt Sorensen, Chairman
McLean County Board

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

The meeting was adjourned until September 15, 2009 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:13 a.m.

Matt Sorensen
County Board Chairman



PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn 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 18th day of August, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of September, 2009.



PeggyAnn Milton
McLean County Clerk