

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

March 19, 2002



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March 19, 2002

Notice of Public Hearing:

Chairman Sweeney introduced Michael Behary, County Planner, who presented the following:

Notice of this public hearing was published in the Pantagraph on March 2, 2002 as required by law. The purpose of this public hearing is to consider projects for which financial assistance is being sought from the Illinois Department of Transportation in order to obtain four replacement buses to be used by SHOW BUS for rural public transportation. SHOW BUS provides rural public transportation in McLean, Livingston, Ford, and Iroquois Counties. Information regarding these projects as well as an application for operating assistance is in the County Board packets. Laura Dick, the director of SHOW BUS, and Philip Dick, the director of Building and Zoning are also here to answer any questions or concerns in this regard.

Chairman Sweeney asked if there were any questions. There were none.

The McLean County Board met on Tuesday, March 19, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

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

The following Member was absent:

Ray Rodman.

Proceedings of February Meeting:

The Proceedings of the February 19, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Nuckolls/Bostic moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Appearance by Members of the Public and County Employees:

Chairman Sweeney recognized State Representative Dan Brady.

Chairman Sweeney stated they will be honoring the American Red Cross the "Everyday Heroes". He then introduced Paula Mitchell and Rich Gilligan.

Ms. Mitchell presented the following:

Almost sixty years ago President Roosevelt first proclaimed March as National Red Cross Month and, because of the noble cause of the organization, the proclamation has been reinstated each year. Red Cross uses this special time to honor volunteers and to showcase their efforts. We are with you today to pay tribute to heroes in our community who demonstrate their selflessness everyday. There is no simple answer to what drives someone to be a hero, whether it is a profound respect for human life, a strong sense of compassion, moral courage, or simply something that is in their blood. Today we recognize and celebrate the badges from Bloomington/Normal and the surrounding communities.

Ms. Mitchell continued, not only do these people lay themselves on the line, day in and day out professionally, they also give generously to the Red Cross. The badges for life blood drive, now going into its fourth year has collected 490 units of blood over the last three years and is conducted over Labor Day weekend which is a critical time for blood as there are many travelers and blood is in short supply. The Red Cross and each family that has a loved-one spared because of your efforts are grateful. At this time I would like to introduce Rich Gilligan who is the President and Chief Operating Officer of Mitsubishi Motor Manufacturing of America who is the sponsor of March Red Cross Month.

Mr. Gilligan stated September gave us a new definition of hero; Police, Firefighters, and Volunteers. Mitsubishi Motor Manufacturing is very pleased to participate in honoring our Police, Firefighters, and other public servants today. They are indeed our heroes. At our plant we realize the difference one individual can make. Each is so important to our process. These here today are truly individuals that make a difference, a life-saving difference. MMM of A is also about partnership with the UAW and our suppliers. We are pleased to continue in our partnership with the Red Cross, doing what we can to help victims not only at the site of major disasters but right here everyday at home. Again, to our local heroes, thank you very, very much.

Ms. Mitchell stated there are three Red Cross Board Members among the County Board Members present today. She asked John Zeunik, Dave Selzer, and Bob Nuckolls to come forward to honor the badges with certificates of appreciation.

After the certificates were presented, Ms. Mitchell stated today perhaps more than ever in our lifetime people are looking for heroes. As has been demonstrated over and over again in recent months they need not look far. Our everyday heroes stand just behind the badge.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

AGREEMENTS:

1. Request Approval of a Construction Engineering Services Agreement with Farnsworth & Wylie – Towanda-Barnes Road Section 98-00113-03-FP

RESOLUTIONS:

1. Request Approval of Resolution for Award of County and Road District Motor Fuel Tax Projects – February 28, 2002 Letting
2. Request Approval of Resolution for Highway Department Purchase of Equipment – February 28, 2002 Letting

B. Building & Zoning – Phil Dick, Director

- 1) Zoning Case: Grant the application of Thomas and Shelli Misch in case 02-07-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property that is located in Dale Township immediately south of Road 1350N and a ¼ mile west of Road 900E.

- 2) Subdivision Case: NONE

C. Transfer Ordinances

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

Property Committee

- a) Request for Permission to Display Ribbons in the Courtyard of the Law and Justice Center during the Month of April to Promote Awareness of Child Abuse Prevention and Awareness Month – Facilities Management

Justice Committee

- a) Request Approval of Uniform and Equipment Bid – Sheriff's Office

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

a) REAPPOINTMENTS:

NONE

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

Information for American Red Cross Presentation
McLean County Board Meeting
March 19,2002

"March Is Red Cross Month," a time for the American Red Cross to recognize people in our growing community who work with us to help save lives. This year, Mitsubishi Motor Manufacturing of America and the American Red Cross of the Heartland join together to honor our "Everyday Heroes".

We invited a representative from each fire, police and emergency response department in McLean County to attend the March 19 McLean County Board Meeting and be commended for service to their community. Representatives from MMMA and your local Red Cross will present "Everyday Heroes" certificates to the emergency personnel. We are honored to have this opportunity to publicly thank these Everyday Heroes for their courageous service.



For Immediate Release
Office of the Press Secretary
March 4, 2002

American Red Cross Month Proclamation

The American Red Cross is one of our Nation's oldest and most renowned charitable organizations. It provides help, hope, and healing when disasters or other crises strike countries, communities, or families around the world.

Founded in 1881 by Clara Barton, the American Red Cross was chartered by the Congress in 1905 to provide aid in times of need. Each year, the Red Cross responds to more than 67,000 disasters nationwide. These include natural disasters, thousands of home fires, and catastrophic emergencies -- such as the brutal terrorist attacks of September 11, 2001. The Red Cross was among the first to respond to this unprece-dented national crisis, providing direct assistance to more than 50,000 families, shelter for thousands of displaced persons, millions of meals for the hungry, and grief counseling for more than 200,000 individuals affected by the trauma.

The Red Cross also provides assistance during international emergencies. Responding to my request, it helped create and now administers America's Fund for Afghan Children. American children were asked to donate one dollar to aid Afghani children, and this effort has already provided \$2.4 million in medicine and other supplies to Afghanistan. Last year, the Red Cross rushed immediate medical aid and other needed items to countries devastated by natural disasters, and it helped millions of people around the world to battle malnutrition and life-threatening diseases and gain access to safe drinking water.

Other Red Cross services include recruiting millions of people annually to donate blood and thereby provide hospitals with half of the Nation's supply of blood and blood products. Red Cross personnel are now with our troops who are fighting terrorism in Afghanistan. They live alongside our soldiers in harsh conditions and work around the clock to fulfill an historic role. They help to keep service members and their families in touch with each other, and offer other small comforts to ease the strain of those who are serving the cause of freedom.

At home, the Red Cross' courses in lifesaving skills, first aid, CPR, and water safety, provide Americans with information they need to help maintain safe and healthy lives. Our communities also benefit from Red Cross programs that provide hot meals and transportation for the homebound, as well as housing and job training for the homeless.

Over one million Red Cross volunteers help make our country stronger and more compassionate by relieving suffering and saving lives every year. The USA Freedom Corps initiative

more

(OVER)

2

will provide the Red Cross with even more volunteers to help further its important mission. As we celebrate American Red Cross Month, I call on all our citizens to recommit to serving others in need. Collective acts of kindness and compassion point the way to a brighter future for our

6

Nation and the world.

NOW, THEREFORE, I, GEORGE W. BUSH, President of the United States of America and Honorary Chairman of the American Red Cross, by virtue of the authority vested in me by the Constitution and laws of the United States, do hereby proclaim March 2002 as American Red Cross Month. Especially during this extraordinary time for our country, I encourage all Americans to support this organization's noble humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of March, in the year of our Lord two thousand two, and of the Independence of the United States of America the two hundred and twenty-sixth.

GEORGE W. BUSH

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Return to this article at:

<http://www.whitehouse.gov/news/releases/2002/03/20020304-2.html>

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Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name
Township				Farnsworth Group, Inc.
County				Address
McLean				2709 McGraw Drive
Section				City
98-00113-03-FP				Bloomington
				State
				Illinois 61704

THIS AGREEMENT is made and entered into this _____ day of _____, 2002 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Towanda-Barnes Road Route C.H. 29 Length - KM(2.21 Miles)(Structure No. -)

Termini IL Route 9 to north of Ft. Jesse Road

Description: Construction Engineering Services for the widening and reconstruction of Towanda-Barnes Road (C.H. 29)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil-surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: N/A
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	
	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Professional Staff – Engineering/Surveying	
Engineering Intern I	Per Hour \$ 68.00
Engineering Intern II.....	\$ 73.00
Engineer & Land Surveyor.....	\$ 84.00
Senior Engineer & Senior Land Surveyor.....	\$ 90.00
Planner.....	\$ 75.00
Project Engineer & Project Land Surveyor.....	\$ 95.00
Project Manager	\$100.00
Senior Project Manager	\$105.00
Principal.....	\$120.00
Technical Staff – Engineering/Surveying	
Assistant	\$ 42.00
Technician	\$ 60.00
Senior Technician	\$ 63.00
Chief Technician	\$ 73.00
Computer Specialist.....	\$ 85.00
Designer/Surveyor	\$ 75.00
Senior Designer/Surveyor.....	\$ 83.00
Project Designer/Surveyor.....	\$ 88.00
Clerical.....	\$ 40.00

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The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until December 31, 2002. In event the services of the ENGINEER extend beyond December 31, 2002, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus N/A percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus N/A percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

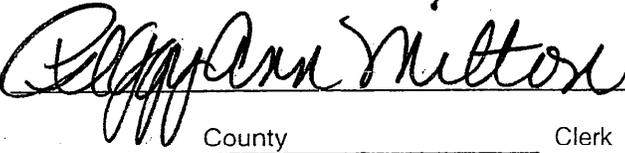
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

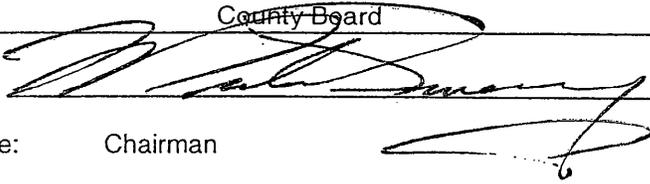
Executed by the LA:

McLean County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By 
County Clerk

County Board
By 
Title: Chairman

(Seal)

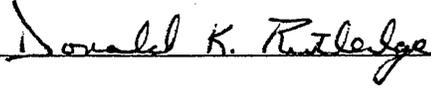
Executed by the ENGINEER:

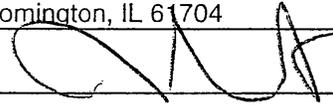
Farnsworth Group, Inc.

2709 McGraw Drive

ATTEST:

Bloomington, IL 61704

By 
Title: Secretary

By 
Title: President

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RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 12, 2002, for a letting held on February 28, 2002 for McLean County and twenty-nine (29) Road District 2001 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 5, 2002, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2002 MFT MAINTENANCE SECTIONS:

Beniach Construction Company, Hindsboro, Illinois, was the successful bidder on the following sections:

McLean County.....	Sec. 02-00000-00-GM	GR. 2.....	@ \$237,985.00
Allin Road District	Sec. 02-01000-00-GM	GR. 1A	@ \$15,155.00
Allin Road District	Sec. 02-01000-00-GM	GR. 2A	@ \$8,066.00
Anchor Road District	Sec. 02-02000-00-GM	GR. 2A	@ \$67,800.00
Arrowsmith Road District	Sec. 02-03000-00-GM	GR. 2A	@ \$26,555.00
Bellflower Road District	Sec. 02-04000-00-GM	GR. 1A	@ \$3,990.00
Bellflower Road District	Sec. 02-04000-00-GM	GR. 2A	@ \$49,775.00
Blue Mound Road District	Sec. 02-07000-00-GM	GR. 2A	@ \$ 102,178.00
Cheney's Grove R. D.	Sec. 02-08000-00-GM	GR. 2A	@ \$36,860.00
Chenoa Road District	Sec. 02-09000-00-GM	GR. 2.....	@ \$33,687.50
Cropsey Road District	Sec. 02-10000-00-GM	GR. 2A	@ \$16,010.00
Dawson Road District	Sec. 02-13000-00-GM	GR. 2A	@ \$ 36,750.00
Downs Road District	Sec. 02-14000-00-GM	GR. 2.....	@ \$23,302.50
Gridley Road District	Sec. 02-18000-00-GM	GR. 1A	@ \$24,830.00
Gridley Road District	Sec. 02-18000-00-GM	GR. 2A	@ \$41,010.00
Hudson Road District	Sec. 02-19000-00-GM	GR. 2A	@ \$29,810.00
Lexington Road District	Sec. 02-21000-00-GM	GR. 2.....	@ \$18,622.50
Martin Road District	Sec. 02-22000-00-GM	GR. 2A	@ \$38,662.00
Money Creek Road District	Sec. 02-23000-00-GM	GR. 2A	@ \$18,200.00
Normal Road District	Sec. 02-25000-00-GM	GR. 2A	@ \$ 24,525.00
Old Town Road District	Sec. 02-26000-00-GM	GR. 2.....	@ \$40,240.00
Towanda Road District	Sec. 02-28000-00-GM	GR. 2.....	@ \$10,132.50
West Road District	Sec. 02-29000-00-GM	GR. 2A	@ \$25,020.00
White Oak Road District	Sec. 02-30000-00-GM	GR. 2.....	@ \$14,972.00
Yates Road District	Sec. 02-31000-00-GM	GR. 2.....	@ \$50,293.50

Emulsicoat, Inc., Urbana, Illinois, was the successful bidder on the following sections:

Empire Road District	Sec. 02-16000-00-GM	GR. 17.....	@ \$16,846.00
Lawndale Road District	Sec. 02-20000-00-GM	GR. 17.....	@ \$12,420.00

Rowe Construction Co., Bloomington, Illinois, was the successful bidder on the following section:

McLean County Sec. 02-00000-00-GM GR 7 @ \$8,000.00
Bloomington Road District..... Sec. 02-05000-00-GM GR 2..... @ \$84,175.00
Dale Road District Sec. 02-11000-00-GM GR. 2..... @ \$17,050.00
Danvers Road District Sec. 02-12000-00-GM GR. 2 @ \$40,197.50
Dry Grove Road District Sec. 02-15000-00-GM GR. 2 @ \$71,000.00
Mount Hope Road District Sec. 02-23000-00-GM GR. 2 @ \$38,550.00
Randolph Road District..... Sec. 02227000-00-GM..... GR. 2 @ \$54,100.00

McLean County Asphalt Co. Inc., Bloomington, Illinois, was the successful bidder on the following sections:

Bloomington Road District..... Sec. 02-05000-00-GM GR 10 @ \$12,920.00
Cropsey Road District Sec. 02-10000-00-GM GR 10 @ \$11,900.00

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

McLean County..... Sec. 2002 NON-MFT Pipe culverts @ \$196,252.20

2002 TBP CONSTRUCTION SECTIONS:

Opperman Construction Company, Pontiac, Illinois, was the successful bidder on the following section:

Hudson Road District Sec. 93-19117-00-BR @ \$241,158.00


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March ~~20~~¹⁹, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19 day of March, A.D., 2002

[SEAL]


County Clerk

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

WHEREAS, the McLean County Board's 2002 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2002 Motor Grader, one (1) 2002 Backhoe Loader, three (3) 2000 Dump Body and Hoists, three (3) 2002 Tandem Cab & Chassis, and two (2) pickup trucks, and

WHEREAS, McLean County Highway Department receive sealed bids on February 28, 2002, and

WHEREAS, the Transportation Committee duly approved the bids on March 12, 2002 and

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

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

1 – 2002 Motor Grader for \$33,994.00 and trade in of
1998 John Deere, 770 CH Motor Grader from..... Martin Equipment
Box 70
Goodfield, IL 61742

1 – 2002 Backhoe Loader for \$25,000.00 and trade in of
1997 Caterpillar 426 C Backhoe from..... Altorfer
P. O. Box 2008
Springfield, IL 62705

3 – 2002 Tandem Cab & Chassis for \$62,885.00 each from J. Merle Jones
P. O. Box 429
Normal, IL 61761

2 – 2002 13' 6" Dump Body and Hoist for \$18,989.00 each from . Koenig Body & Equipment
2428 Farmington Rd.
Peoria, IL 61604

1 – 2002 13' 0" Dump Body and Hoist for \$18,677.00 from Koenig Body & Equipment
2428 Farmington Rd.
Peoria, IL 61604

WHEREAS, Bob Ridings Dodge, Pana, Illinois has the State bid for ½ Ton Pickup Trucks, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

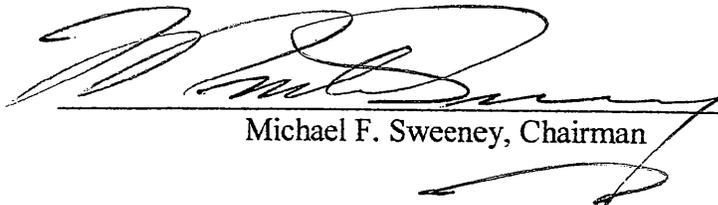
1 – 2002 ½ Ton Dodge Ram 1500 Quad Cab @ \$17,430.00

WHEREAS, Landmark Dodge, Florissant, Missouri also has the State bid for ¾ Ton Pickup Trucks, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

1 – 2002 ¾ Ton Dodge Ram 2500 with Service body @ \$22,712.00

Approved by the County Board on March 19, 2002


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on March 19, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 19 day of March, A.D., 2002.

[SEAL]


County Clerk

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Thomas and Shelli Misch in case 02-07-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Section 4, Township 23N Range 1E of the Third Principal Meridian and is located in Dale Township immediately south of Road 1350N and a ¼ mile west of Road 900E.

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

PHYSICAL LAYOUT – The 5.1 acre property is used for crop production. The property has 450 feet of frontage on the south side of Road 1350N, a gravel road 12 feet in width. The property is relatively flat and drains to the south.

SURROUNDING ZONING AND LAND USES - The land to the east, south and west is in the A-Agriculture District. The land to the north is in the R-1 Single Family Residence District. The land to the east, south and west is used for crop production. A single family residence is located to the north.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 110.75 out of 125 points. The site assessment score was 113 out of 175 points. The total LESA score was 223.75 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The proposed 5.1 acre dwelling site is an isolated tract that has an unusual configuration and has a low soil productivity index.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. A buffer of trees surrounds the subject parcel. There is also a single family dwelling to the north. Nearby property to the south, west and east that is currently in crop production will continue to be desirable for such.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject parcel is an isolated tract that is not well suited for crop production.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a septic system approved by the County Health Department. The property has 450 feet of frontage on the south side of Road 1350N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The applicant will need to obtain an entrance permit from the Dale Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the Dale Township Road Commissioner before a building permit is issued. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling, provided an entrance permit is obtained.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Member Kuritz was absent.

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


Chair

Sally Rudolph, Chair
Joe Elble
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

March 13, 2002

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Child Protection Network to display blue ribbons on the trees and light fixtures in the north courtyard plaza of the Law and Justice Center during the month of April to promote Child Abuse Prevention and Awareness Month.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. B. Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6
George J. Gordon
David W. Setzer

District #7
John J. "Jack" Pokorney
PA. "Sue" Bergiuna

District #8
Paul R. Segobiano
Tart Renner

District #9
Gene Saxon
Adam D. Kinsinger

District #10
Benjamin J. Owens
Bob Hucko's

P



Child Protection Network
200 W. Front Street
Bloomington, Illinois 61701
Phone: 309-888-5656
Fax 309-888-4969
<http://www.protectachild.org>

RECEIVED

FEB 14 2002

Facilities Mgt. Div.

Children's Advocacy Center
with offices in
Livingston and DeWitt
Counties

CASA of McLean County
Board of Directors

Lynn Fewkes
Chairperson

Charles Reynard
Sharon Klingman
Becky Ehrlich

Sharon Pokorney
Sally Chalian
Daniel Norris
Dave Owens

Bonnie Serone

Jeff Caughron

Diana McCauley, Ed.D

Connie Wills

William Emmett

Adjunct Members:

Teena Griffin

Stephanie Wong

Staff:

Billie Larkin

Executive Director

Mary Whitaker

Laura Tuffentsamer

Associate Directors

Amy Benoit

Doug Crossman

Amy Brooke

CASA Case Managers

Kathy Patterson

Family-Child Advocate

Jo Sipes

Multi-County Advocate

Fran Brandau

Volunteer Recruiter

Marsha Albritton

Crisis Interventionist

A United Way agency

April is Child Abuse Prevention Month. The Children's Advocacy Center would like to request that they be able to hang blue ribbons in the L&J courtyard during the month of April.

The blue ribbon was started by a grandmother in Virginia whose grandson was killed by injuries from abuse. Hanging the ribbons in the courtyard will symbolize to everyone entering the court house that McLean County will not tolerate abuse of their children.

The staff of the Children's Advocacy Center will be responsible for hanging the blue ribbons on the trees of the courtyard on Monday, April 1 and removing them on Tuesday, April 30.

We have done this successfully the past 2 years and would request that we be allowed to do it again this year.

Thank you for your consideration of this request.

Billie Larkin
Executive Director



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

March 13, 2002

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for uniforms and equipment to the Ray O'Herron Company, Danville, Illinois. The Ray O'Herron Company submitted the lowest bid meeting specifications for all items listed in the Bid Document.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2002 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6
George J. Gordon
David F.W. Setzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Saich
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

January 9, 2002

INSTRUCTIONS TO BIDDERS

61702 SH

Sheriff's Dept. Uniform & Equipment Purchases
For The One Year Period Of February 1, 2002 to January 31, 2003

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.

Mandatory Vendor Information

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.
Printed name of authorizing agent submitting quote: RAY O'HERRON
Signature of authorizing agent submitting Quote: *Ray O'Herron*
Date quote proposal submitted: 1/17/02
Company address: 3549 N VERMILION ST, PO BOX 1070, DANVILLE, IL 61834-1070

Company Contact Telephone Number: 1-800-223-2097 EXT 14
Company Contact Email Address: jdonath@soltec.net
Company Contact FAX Number: 1-(888) 223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the Lt. Mike Emery, McLean County Sheriff's Office, Room 105 of the Law & Justice Center, 104 W. Front St. Bloomington, IL 61702-2400. The envelope must be received no later than 10:00 a.m. Monday, January 28, 2002 the date & time of the bid opening.

Bids will be opened in Room 700 of the Law & Justice Center (the County Board room).

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2001 to January 31, 2003 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful

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bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer. To qualify for a substituted item the vendor may do so if the vendor provides samples of these substitute items for inspection by Lt. Emery of the Sheriff's Department for approval as comparable substitutes that meet our approval. These samples must be received by Lt. Emery at least 10 days prior to the bid opening for inspection. After the bid opening the samples may be picked up by the vendor from the Sheriff's Department.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

Vendors must be located within a 120 mile radius of Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Emery at 309-888-5928 Monday through Friday, 8:30a.m. to 4:30p.m.

Vendors do not have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

129.80 TNT 6025 JACKET BROWN

~~\$225.50~~ Deputy Blauer Jacket #GTX-9010-Z

-0- Deputy Horace Small Convertible Jacket #2307

30.90 Command White S.S. Shirt Flying Cross #95R6600

32.80 Command White L.S. Shirt Flying Cross #45W6600

46.00 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design

4.00 Sam Broom Necktie in pink tan or corrections gray

7.00 Ballcap in deputy brown or corrections blue w/mesh

38.30 Midway 5-Star hat (with all accessories including cover matching pant material)

4.00 Replacement Midway hat accessories, silver, or gold

20.90 Midway hat cover in white leather material

18.00 Langenburg winter hat #4396 fur trooper type

56.25 Bates Lightweight men's shoes in clarino Model #942

55.00 Bates Lightweight women's shoes in clarino Model #742

115.00 Rocky Boots Model #8032

19.50 Rainfair yellow raincoat #2100-8000

139.95 Fechheimer brown or blue windbreaker ~~#43150~~ 6025

56.50 Wooly Pully 100% wool sweater in brown or blue (Blauer Model 200) with badge tab

81.50 U.S. 101 Coveralls - brown or black

139.95 Corrections Blauer #6025 Convertible Jacket

43.00 Corrections Flying Cross S.S. Shirt #97R6686

38.00 Corrections Flying Cross L.S. Shirt #47W6686

42.50 Fechheimer Corrections pants #32230

37.00 Deputy Flying Cross Long Sleeve Shirt #45R6694

34.00 Deputy Flying Cross Short Sleeve Shirt #95R6694

60.00 Bates Enforcer 4" quarter boot

78.00 Bates Chukka Leather Shoe Model 78

280.00 Illinois State Police Style Leather Jacket Model 4415

62.00 RW1684L Yellow Raincoat 50" w/hood

140.00 Blauer Defender 734BR raincoat

39.00 Sentry Plus Men's LS Shirt Z919AP

DISC Sentry Plus Men's SS Shirt Z959AP

DISC Sentry Plus Women's LS Shirt Z905AP

30.00 Sentry Plus Women's LS Shirt Z975AP

53.00 WASHABLE BLAUER 210 SWEATER

TOTAL FOR UNIFORM CATEGORY \$ 2027.25

1931.55

Correction made on Blauer jacket

POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$ <u>39.95</u>	Outer duty belt #120-FV w/buckle	94
<u>28.00</u>	Inner velcro garrison belt #125-FV	99
<u>20.00</u>	Cuff Case - velcro	90
<u>6.00</u>	Keepers that are the wide "snap" type	654
<u>6.50</u>	Nightstick 1.5" ring S-505	67S
<u>22.00</u>	Magazine Pouch #D407-V-CL	77
<u>27.00</u>	Speedloader Pouch #D418	340
<u>99.00</u>	Safariland SS-III Safety Holster	070
<u>25.88</u>	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)	8880
<u>25.88</u>	Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon)	8880
<u>10.50</u>	Latex Glove Pouches (to carry protective gloves)	33
<u>46.00</u>	Safariland 87V Duty Belt in Clarino w/buckle	
<u>28.00</u>	Safariland #99 Inner velcro belt in Clarino	99
<u>18.00</u>	Bianci Model 73075 pepper holder in Clarino	38

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 402.71

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BADGE CATEGORY

Blackington is the only badge we will accept in this category. No substitutes here please.

- \$ 40.00 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 48.00 Same as above but in HiGlow finish
- 46.00 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 56.00 Same as above but in HiGlow finish
- 52.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
- 66.00 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 13.00 Tie Tack #A3271 in either gold or silver color finish
- 11.50 Namebar #A2388 in Rhodium finish A2450
- 15.25 Same as above but in HiGlow finish
- 13.00 "Serving Since" bar in gold or silver finish B1693
- 17.00 Badge Cases for B1004
- 17.00 Badge Cases for B736
- 17.00 Badge Cases for B1275

TOTAL FOR THE BADGE CATEGORY: \$ 411.75

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

\$417.00 2nd Chance Body Armor
Superfeatherlight
with SPA & K30 insert
Threat level-II
"MAXIMUM Model 22 x 22 "

49.00 Replacement 2nd Chance SPA for the above listed vest

OR,

 ABA Xtreme Level II

 Replacement XT2 Custom for above listed vest.

SUB TOTAL FOR POLICE BODY ARMOR \$ 466.00

*Optional Bid. We are interested in an optional vest that is at the threat level II in performance but at a lighter weight: \$ 482.00
SECOND CHANCE AZG II W/SPA & K-30

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kistner must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items - or comparable items are bid if you choose to substitute as outlined above.

- \$ 13.00 Safariland Speedloaders
- 325.00 CMI Model S-02 PBT unit 001007-IL CONTRACT 4009578 (10-31-02)
- 20.50 Peerless PSN handcuffs
- 8.00 H.K.S. Speedloaders
- 165.00 Premier Crown Riot Helmet Model 700 with full riot package
(RCK 700 conversion kit)
- 52.00 Replacement RCK 700 Conversion Package
- 10.00 Replacement visor w/rank band for Premier 700
- 20.00 Replacement interior liner & sizing kit for Premier 700
- 18.00 Saunders Aluminum Report Writing Board #~~AK18112~~ 10017
- 13.75 Saunders Aluminum Ticket Writing Board #~~AK18102~~ 10006
- 216.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.25 3 volt Lithium Batteries #DL123A
- 260.00 Red Flares w/spikes #2730-30 minute (per gross)
- 249.00 Red Flares w/spikes #1720-20 minute (per gross)
- 22.50 Hickory 36" riot baton w/rawhide thong
- 49.00 ASP Expandable Baton Model #616-B 02211
- 52.00 ASP Expandable Baton Model #F-21-B 02411
- 55.00 ASP Expandable Baton Model #926-B 02611
- 21.75 NIK Narcotics Test Kit "G" #6077 ODV 904B 15.50
- 21.75 NIK Narcotics Test Kit "E" #6075 908 15.50
- 95.00 Streamlight SL-20x with DC & AC charger 26010
- 27.50 Streamlight Ni-Cad Battery stick for SL-20x 25170
- 11.00 Streamlight replacement bulb/lamp module for SL-20x 20110
- 9.50 Streamlight Charger Sleeve 22052
- 345.00 Alco-Check 3000 breath test device w/AC & DC Charger
Batteries & 200 mouthpieces included ACIACDFP/ACIMMT
- 53.50 Michaels of Oregon Holster #9925
- 25.50 Michaels of Oregon Holster #8820
- 25.50 Michaels of Oregon Holster #8821

- 24.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit
- 6.00 Disposable Emergency Blanket U.S. Laminating Brand
- 7.75 Rondex CPR Kit #2230-2
- DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)
per case of 10 (60" x 90")
- 11.50 Def-Tec 1st Defens Pepper Mace MK III 5039
- 13.50 Def-Tec 1st Defense Pepper Mace MK IV 5049
- DISC Def-Tec 1st Defense Pepper Mace MK V
- 10.50 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 30.50 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 38.50 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040
- 38.50 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030
- 27.00 Outer's firearms target pasters (20 roll carton)
- 89.00 Flex-Cuf's per order of 100 (#5010)
- 245.00 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C W/1511
- 422.00 Glock Model 21 pistol PI-21002
- 400.00 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot
magazine capacity 4888
- 78.95 Streamlight Stinger flashlight AC75001
- 18.00 Closed Top Carrier for the above listed STN-3 Clarino 76090

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 3650.70



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

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

February 19, 2002, 2002

To : Chief Love
From : Lt. Emery
Re : Uniform and Equipment Bid

Chief,

Information was sent to three vendors for our 2002 Uniform and Equipment bid. Deadline for completing the bid was Monday, February 18, 2002. Ray O'Herron responded with a complete bid package and that information is provided below. Vendors that did not respond were Kiesler Police Supply, Jeffersonville, Indiana and Sam Harris Company, Peoria, Illinois.

RAY O'HERRON Co., Inc. COMPARISON TO 2001:

	2001	2002	Difference	%
Uniform Category	1886.60	1931.55	44.95	2.4>
Leather Category	420.17	402.71	17.46	4.0<
Badge Category	398.60	411.75	13.15	3.0>
Armor Category	447.00	466.00	19.00	4.0>
Miscellaneous Category	3643.03	3631.70	9.33	.04<

Overall the percentage increase is 5.36 %. As in current past years, shipping and handling along with returned items are the financial responsibility of the vendor. The 2002 prices are guaranteed until January 31, 2003 and we are not obligated to purchase from their quote if the same product is found at a lesser price from a different company.

Respectfully,

Mike Emery
Lt. Mike Emery



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

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

February 27, 2002

TO: Mr. Joe Sommer, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: MARCH 4TH, 2002 JUSTICE COMMITTEE MEETING

Dear Chairman Sommer:

I would respectfully request that one (1) item be placed on the March 4th, 2002 Justice Committee Agenda for action and two (2) items for information.

ACTION

1) **Uniform and Equipment Bid**

Formal written bids were solicited from three (3) vendors, Kiesler Police Supply, (Jeffersonville, Indiana); Sam Harris Company, (Peoria, Illinois) and Ray O'Herron (Danville, Illinois). We received no response from Kiesler Police Supply or the Sam Harris Company.

The Ray O'Herron Company responded with a complete bid package (please see attached). There is a 5.36% increase over last year and these prices are guaranteed until January 31, 2003.

It is my recommendation that McLean County accept the bid provided by Ray O'Herron in full.

INFORMATION

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

Mr. Joe Sommer, Chairman
Justice Committee
February 27, 2002
Page 2

2) Domestic Violence Grant

We recently received a letter from the Illinois Criminal Justice Information Authority regarding continued funding of the Domestic Violence Protocol Implementation Program. \$85,296 has been designated to our department for continuation of this program from April of 2002 through April of 2003. This designation requires a local matching contribution of \$28,432.

I am bringing this to you for information only at this time. It is our hope that we will have the new Intergovernmental Agreement prior to the April Justice meeting. At that time, we will present it for an action item. Please note, the current agreement does not expire until April 23rd.

Chief Love and I both plan to attend this meeting to answer any questions you or members of the committee may have.

Respectfully,



David Owens
Sheriff

DO:jc

Members Gordon/Emmett moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sommer, Vice-Chairman, presented the following:

OPEN\CLOSED MINUTES REVIEW

February 25, 2002

Date	Board/Committee	Matter Discussed	Recommendation
02/10/82	Transportation	Personnel	Closed
05/05/82	Lawsuit Steering	Pending Litigation	Closed
05/27/82	Lawsuit Steering	Pending Litigation	Closed
11/04/82	Finance	Personnel	Closed
11/04/82	Health Services	Personnel	Closed
11/09/82	Advisory	Personnel	Closed
02/15/83	Executive	Imminent Litigation	Closed
03/08/83	Executive	Pending\Imminent Litigation	Closed
09/01/83	Property/Environment	Personnel	Closed
02/21/84	County Board	Board Vacancy	Closed
04/16/85	County Board	Personnel	Closed
05/21/85	County Board	Personnel	Closed
07/16/85	County Board	Personnel	Closed
01/12/87	Health	Personnel	Closed
01/20/87	County Board	Personnel	Closed
07/13/87	Justice	Personnel	Closed
07/21/87	County Board	Personnel	Closed
08/17/87	Ad Hoc	Personnel	Closed
12/01/87	Finance	Personnel	Closed
05/10/88	Executive	Pending Litigation	Closed
11/03/88	County Board	Pending Litigation	Closed
10/17/89	Finance	Pending Litigation	Closed
07/03/90	Finance	Personnel & Pending Litigation	Closed
08/07/90	Finance	Personnel	Closed
10/02/90	Finance	Personnel/Pending Litigation	Closed
02/05/91	Finance	Personnel/Pending Litigation	Closed
05/02/91	Land Use	Pending Litigation	Closed
08/20/91	County Board	Personnel	Closed
10/07/91	Justice	Personnel	Closed
08/18/92	County Board	Pending Litigation	Closed
09/15/92	County Board	Pending Litigation	Closed
10/06/92	Finance	Pending Litigation	Closed
11/04/92	Finance	Pending Litigation	Closed
11/05/92	Property	Personnel	Closed
11/17/92	County Board	Personnel	Closed
12/01/92	Finance	Personnel	Closed
04/08/93	Property	Land Purchase	Closed
05/04/93	Finance	Pending Litigation	Closed
06/15/93	County Board	Pending Litigation & Personnel	Closed
12/21/93	Finance	Pending Litigation & Personnel	Closed
04/05/94	Finance	Pending Litigation & Personnel	Closed
06/07/94	Transportation	Personnel	Closed
06/14/94	Executive	Personnel	Closed
01/16/96	County Board	Personnel	Closed
01/16/96	Finance	Personnel	Closed
09/03/96	Finance	Personnel	Closed

10/15/96	County Board	Personnel	Closed
01/02/97	Property	Sale of Real Estate	Closed
01/21/97	Finance	Personnel	Closed
01/21/97	County Board	Personnel	Closed
02/06/97	Property	Sale of Real Estate	Closed
03/04/97	Finance	Collective Bargaining	Closed
04/01/97	Finance	Personnel	Closed
04/01/97	Finance	Personnel	Closed
05/06/97	Finance	Collective Bargaining\Personnel	Closed
05/08/97	Property	Sale of Real Estate	Closed
06/03/97	Finance	Collective Bargaining\Personnel	Closed
07/01/97	Finance	Personnel	Closed
08/05/97	Finance	Personnel	Closed
10/22/97	Finance	Personnel	Closed
04/02/98	Land Use	Personnel	Closed
04/07/98	Finance	Personnel	Closed
05/07/98	Land Use	Personnel	Closed
06/02/98	Finance	Pending Litigation	Closed
06/04/98	Land Use	Personnel	Closed
08/04/98	Finance	Collective Bargaining	Closed
08/06/98	Property	Personnel	Closed
09/03/98	Property	Personnel	Closed
10/01/98	Property	Personnel	Closed
10/06/98	Finance	Personnel	Closed
11/04/98	Finance	Personnel	Closed
11/09/98	Property	Personnel	Closed
11/17/98	County Board	Personnel	Closed
12/03/98	Property	Personnel	Closed
12/15/98	Finance	Collective Bargaining	Closed
01/05/99	Finance	Collective Bargaining	Closed
03/02/99	Finance	Collective Bargaining	Closed
05/06/99	Property	Sale of Real Estate	Closed
05/18/99	Finance	Collective Bargaining	Closed
06/01/99	Finance	Collective Bargaining	Closed
07/06/99	Finance	Collective Bargaining	Closed
10/05/99	Transportation	Collective Bargaining	Closed
10/05/99	Finance	Collective Bargaining	Closed
11/02/99	Finance	Collective Bargaining	Closed
12/07/99	Finance	Collective Bargaining	Closed
01/04/00	Finance	Collective Bargaining	Closed
04/18/00	Finance	Collective Bargaining	Closed
04/18/00	County Board	Pending Litigation	Closed
05/02/00	Finance	Collective Bargaining\Personnel	Closed
11/07/00	Finance	Collective Bargaining\Personnel	Closed
12/05/00	Transportation	Personnel	Closed
01/02/01	Finance	Collective Bargaining	Closed
01/16/01	Finance	Collective Bargaining	Closed
02/06/01	Finance	Collective Bargaining	Closed
03/06/01	Finance	Collective Bargaining\Personnel	Closed
04/03/01	Finance	Pending Lit./Collective Bargaining	Closed

05/01/01	Transportation	Acquisition of Real Estate	Closed
05/01/01	Finance	Personnel/Collective Bargaining	Closed
05/03/01	Property	Acquisition of Real Estate	Closed
05/07/01	Justice	Personnel	Closed
06/05/01	Transportation	Acquisition of Real Estate	Closed
06/07/01	Property	Acquisition of Real Estate	Closed
06/12/01	Executive	Personnel	Closed
09/04/01	Finance	Collective Bargaining	Closed
10/02/01	Finance	Collective Bargaining	Closed
12/04/01	Finance	Personnel	Closed
12/04/01	Transportation	Personnel	Closed

Y:\OpenClosedMINUTESREVIEW.2001.doc

Members Sommer/Renner moved the County Board approve a Request for Approval of Recommendation Concerning Closed Minutes - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is entered into this 19th day of March, 2002, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", and Anderson Legislative Consulting, hereinafter known as "the Consultant".

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, the McLean County Board has recognized the necessity to provide professional contract services for legislative activities related to the State of Illinois' General Assembly; and

WHEREAS, the Consultant has the capacity to provide such services;

NOW, THEREFORE:

1. Anderson Legislative Consulting is hereby retained as a consultant for the McLean County Board, in accordance with the provisions of this Contract.
2. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, the work and services described in Attachment "A", Part I, which is attached hereto and made a part hereof.
3. To insure adequate review and evaluation of the work, and proper coordination among interested parties, the County shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The County may require the Consultant to meet with designated officials of the County from time to time to review the work. Reasonable prior notice of such review meetings shall be given the Consultant.
4. The County may require changes in the work and services which the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendments to this contract.
5. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2002 and terminate on December 31, 2003.
6. The services of the Consultant are to commence no later than

five days after the execution of this contract by both parties.

7. The Consultant, 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 Consultant's activities pursuant to this contract.
8. The Consultant 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 Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
9. Nothing in this agreement shall prevent the Consultant from engaging in any other consulting activities or businesses apart from the services provided for by this contract.
10. Recognizing the potential for a conflict of interest in the activities of the Consultant on behalf of other clients, compared to the interests of the County, the Consultant shall:
 - a) within five business days of the signing of this Contract, provide to the County a complete written listing of all current clients of the Consultant.
 - b) during the term of this Contract, report in writing to the County, no less than ten days after any such agreement, all new clients who are represented by the Consultant.
 - c) report immediately to the County any specific legislation on which the Consultant's obligations, on behalf of the County and any other client, differ. Consultant shall explain which client, the County or the other client, he intends to represent and why. Upon the request of the County, Consultant shall provide this information in written form.
11. Nothing in this agreement shall prevent the consultant from utilizing the services of others in the performance of this Contract. The Consultant and County agree that the County has no obligation to pay such others, as they remain the obligation of the Consultant. If such others represent any client, then the provisions of #1 directly above shall apply to them in the same manner as they apply to the Consultant.
12. The Consultant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, and

such other fees as required by law.

13. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
14. 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 or set forth herein or incorporated herein by reference.
15. 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.
16. 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.
17. This contract may not be assigned by either party without the prior written consent of the other party.
18. This contract may be terminated during its term at the request of either party upon one party providing the other with thirty (30) days' written notice prior to the effective date of such termination.

In the case of termination of this Contract prior to the scheduled termination date, the compensation obligation of the County shall be determined by prorating the total amount on the basis of the number of months actually served under the Contract. Any overpayment by the County shall immediately be refunded by the Consultant. Any underpayment by the County shall immediately be paid to the Consultant.

19. This contract is severable and the invalidity or unenforceability of any provisions of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
20. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
21. Should either party desire to renew this contract beyond the termination date, forty (40) days' written notice prior to the termination date shall be given by the party wishing to do so.
22. All written notices shall be mailed by certified copy to the following address:

For the Consultant:

Mr. William J. Anderson
Anderson Legislative Consulting
2912 Newport Drive
Springfield, IL 62702

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law and Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

- 23. The parties agree that the foregoing and the attached document "A" constitute all of the agreement between the parties.
- 24. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "A", Part II.

IN WITNESS WHEREOF, the parties have affixed their respective signatures on the 19th day of March, 2002.

CONSULTANT:

By: WJA

William J. Anderson
Anderson Legislative Consulting

COUNTY:

By: [Signature]

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

[Signature]
Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

ATTACHMENT A

PART I. SCOPE OF WORK

In order to assist McLean County in performing its legislative program, including providing representation on issues of interest to County Government which arise during a legislative session, the Consultant will perform the following duties for the regular and veto sessions of the Illinois General Assembly:

1. Weekly teleconferences with a designated point person, that person being either the County Administrator or the Assistant County Administrator;
2. Monthly legislative reports, available no later than the 25th day of the preceeding month;
3. Legislative Alerts on targeted legislation;
4. Weekly legislative updates;
5. Coordinate meetings with legislators, Governor's office and committee staff as necessary;
6. Represent the County's position on legislation affecting County Government to legislators elected from the County as well as other appropriate legislators.
7. Develop legislative user files on behalf of the County on a legislative computer service, and provide same to the County;
8. Draft legislation and amendments on behalf of the County;
9. Organize and oversee a legislative day in Springfield for the County, if the County so desires.

PART II. COMPENSATION

McLean County agrees to compensate Anderson Legislative Consulting the sum of Seven Thousand Five Hundred Dollars (\$7,500) per year to perform the services outlined in this Attachment from the execution of this contract through December 31, 2003, such compensation to be paid not less once per year upon receipt of an invoice for services.

Members Sommer/Berglund moved the County Board approve a Request for Approval of a Contract for Professional Services with Anderson Legislative Consulting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
IN SUPPORT OF HOUSE BILL 2548
STATE OF ILLINOIS 92nd GENERAL ASSEMBLY

WHEREAS, the McLean County Board, after careful research and considerable discussion with County Officials and Members of the Illinois House of Representatives and Senate, prepared and adopted a Legislative Program for 2002; and,

WHEREAS, the 2002 Legislative Program contains requests for new legislation and for amendments to existing state laws in order to allow all counties to more effectively and economically operate using taxpayers' dollars; and,

WHEREAS, House Bill 2548, State of Illinois, 92nd General Assembly, proposes to amend the Illinois Clean Indoor Act and thereby provide additional authority to local governments to regulate smoking in public places; and,

WHEREAS, the Executive Committee, at its regular meeting on March 12, 2002, recommended that the McLean County Board support passage of House Bill 2548 in the 92nd General Assembly; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the McLean County Board supports passage by the Illinois General Assembly of House Bill 2548.

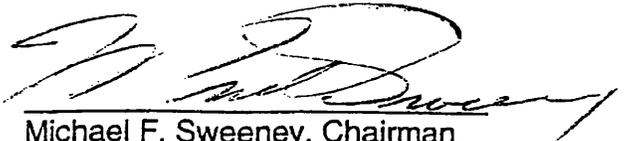
BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be transmitted to the State Senators and State Representatives who represent McLean County in the Illinois General Assembly and to Mr. William Anderson, Anderson Legislative Consulting, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to joining McLean County in support of House Bill 2548.

ADOPTED by the McLean County Board this 19th day of March, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Johnson moved the County Board approve a Resolution in Support of House Bill 2548. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer asked Eric Ruud to review the Open Meetings Act Case. Mr. Ruud stated there is a memorandum in the packet that he prepared for distribution to the Board. He also said that with the memo is a two-page case that was decided by the Fourth District Appellate Court. He said the factual basis of the case was that a County Board Member in Adams County brought up a matter under "New Business" but the agenda did not specify that matter was going to come up under New Business. The County Board considered a pension matter, voted on it, took final action on it, and a lawsuit followed. The Appellate Court ruled that while the Open Meetings Act permits a public body such as a County Board to consider items that are not specifically set forth on an agenda, it permits them only to consider, to discuss, or deliberate, but not take final action. Mr. Ruud further stated that under "Items to be Considered for Action" the category "Other" can no longer exist. Member Sorensen stated his interpretation is that this won't apply to items to be brought before Committee that then have to come to the Board for final approval. Mr. Ruud stated he agreed but with the following exception: some committees have the power to take final action, for example, the Land Use and Development Committee which approves Class C Raffle Licenses. The Land Use Committee makes the final decision on those kinds of raffles; therefore, if one is brought to them at the last minute which doesn't appear on the agenda, they would not be able to consider it until the following month. Mr. Ruud indicated that he will personally be contacting the representatives of groups that do have the larger raffles to make certain they are aware of this new law and aware of the new policy. Member Renner asked if, hypothetically, the Land Use Committee were to receive something late and they couldn't act on it at that Committee Meeting, could it then be placed on an agenda of a Stand-Up meeting. Mr. Ruud stated there is no prohibition in this case. Arguments could be made on both sides and it would be ripe for another Appellate Court review. He continued, as long as it appears on an agenda, in full conformance with the Open Meetings Act, it would be permissible. Member Segobiano stated that during the Executive Committee Meeting they discussed the word "other". He said his concern is whether a Board member would have the prerogative to bring up any issue at any time at least for discussion. He asked if they are to eliminate the word "other" how can we bring up an issue that is not on the agenda even just for discussion. Mr. Ruud stated there is "Other Business and Communication" to bring up items not listed on the agenda. Member Sommer asked if there were any other points Mr. Ruud would like to share. Mr. Ruud stated he believed Executive Session will be the topic of the next lawsuit. We are not sure what this case means with regards to Executive Session. He said he believes, because it is to be read narrowly for new business items, if the Board wanted to have an agenda item called "Executive Session" and then go into closed session, since no final action can be taken in closed session, it is going to be okay. After a closed session if final action is desired, that will be a very gray issue ripe for Appellate Court review, but since no court has told us not to, the status quo can probably be maintained. Member Sommer stated they should go into Executive Session and not plan to take any action, not elaborate on the discussion, and simply make an agenda item for the next month's Executive Session to discuss one of the topics permitted under the Executive Sessions Act and then take action.

Member Sommer noted the General Report, Minutes of the Criminal Justice Advisory Committee Meeting, Minutes of the Regional Planning Commission, and Minutes of the Bloomington/Normal Airport.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the Land Use and Development Committee brings no items for action to the Board.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated there were no items for action and the General Report is in the packet.

PROPERTY COMMITTEE:
Member Salch, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
General Corporate Fund 0001
County Board 0001, Facilities Management Department 0041**

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

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

WHEREAS, McLean County and the City of Bloomington have, through the Public Building Commission, jointly purchased the building at 115 E. Washington Street, also known as the Government Center; and,

WHEREAS, McLean County and the City of Bloomington have previously agreed to share equally the costs of operating and maintaining the Government Center; and,

WHEREAS, for the period of time from the date of closing on May 15, 2001, through December 31, 2001, the City of Bloomington has paid all operating and maintenance expenses due for the Government Center and has billed the County \$18,463.30 for its share of said expenses; and,

WHEREAS, the Property Committee, on Thursday, March 7, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost of the County's share of the fiscal year 2001 operating and maintenance expenses for the Government Center; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$18,463.30.

County Board
0001-0001-0001-0400.0000

\$ 18,463.30

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Facilities Management Department 0041, Government Center Program 0115 the following appropriations:

(2)

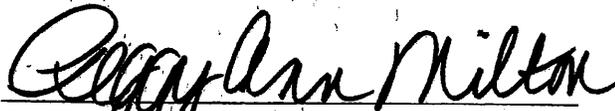
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Repair/Maintenance Buildings, Grounds & Equipment 0001-0041-0115-0744.0001	\$ 0.00	\$18,463.30	\$18,463.30
TOTAL:	<u>\$ 0.00</u>	<u>\$18,463.30</u>	<u>\$18,463.30</u>

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

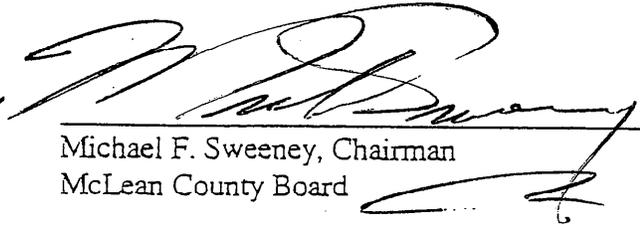
ADOPTED by the County Board of McLean County this 19th day of March, 2002.

ATTEST:

APPROVED:

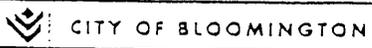


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

EA_115_OPERMAINT_PROP.MAR
3/19/02



CITY OF BLOOMINGTON

PARKING

109 East Olive Street

Post Office Box 3157

Bloomington, Illinois

61702-3157

Statement

DATE

2/15/2002

TO:

McLean County Law & Justice Center
Attn: John Zeunik, Admin
Room 701
PO Box 2400
Bloomington, IL 61702-2400

AMOUNT DUE

\$18,463.30

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

DATE	TRANSACTION				AMOUNT	BALANCE
01/17/2002 02/07/2002	Balance forward INV #925				18,463.30	0.00 18,463.30
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE	
18,463.30	0.00	0.00	0.00	0.00	\$18,463.30	

Payment for each invoice must be made by the due date on the invoice to avoid a 10% per monthly late charge. Any questions please call 309-434-2331.

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Government Center

Title	YTD Amount 02/07/2002	Previously Billed	Total YTD
Property/Facility Rental Fees	\$110,111.29		\$110,111.29
Other Revenue	\$0.00		\$0.00
Total Revenue			\$110,111.29
Janitorial Services	\$31,236.87		\$31,236.87
Repr/Mtnce Building	\$8,757.84		\$8,757.84
Repr/Mtnce Equipmt Other Than Office	\$11,289.91		\$11,289.91
Property Insurance	\$2,646.00		\$2,646.00
Other Purchased Services	\$4,460.00		\$4,460.00
Natural Gas	\$9,865.34		\$9,865.34
Electricity	\$78,284.59		\$78,284.59
Telecommunications	\$497.33		\$497.33
Property Taxes	\$153,431.87	(\$153,431.87)	\$0.00
Total Expense			\$147,037.88
Net Loss			(\$36,926.59)
Amount to bill County			(\$18,463.30)

Members Salch/Arnold moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance General Corporate Fund 0001, County Board 0001, Facilities Management Department 0041 - Government Center Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated General Report is located on pages 85-91.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

Illinois Department of Transportation
State Fiscal Year 2003
Section 5311 Non-Metro Public Transportation
Operating Assistance Grant Application
and
Intercity Bus Grant Application

Submitted By
McLean County

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Exhibit E	Applicant's Certification of Intent
Exhibit F	Sample Board Resolution
Exhibit G	Sample Ordinance
Exhibit H	Standard Certifications and Assurances
Exhibit I	Non-Vehicle Capital Asset Inventory (Not available in electronic format)
Exhibit J	Vehicle Asset Inventory (Not available in electronic format)

I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program – formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I – VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

Section 5311 Non-Metro Operating Assistance Grant Application Checklist

(Must be completed and submitted with Application.)

1. Non-Metro Operating Assistance Grant Application Checklist
2. Completed Copy of Standard Form 424 (Exhibit A)
3. Operating Entity Certification (One for each operator)
4. Executed Agreement to Terms and Conditions of Special Warranty (Exhibit B)
5. Fully Completed Proposed FY 2003 Budget (Exhibit C)
6. Applicant's Certificate of Intent (Exhibit E)
7. Executed Resolution of the Governing Board (Exhibit f)
8. Executed County Ordinance to Operate a Public Transit Project (Exhibit G)
9. Executed Certifications and Assurances for Grantees (Exhibit H)
10. Executed Affirmation of Applicant's Attorney (Contained in Exhibit H)
11. Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12. Fully completed Vehicle Asset Inventory (Exhibit J)
13. Maps of the service area (Attachment A)
14. Copies of Material Documenting Private Sector Effort (Attachment B)
15. Grantee/Operator Organization Charts (Attachment C)
16. Indirect Costs Rate Proposal (Attachment D)
17. Copy of Most Recent Audit (Attachment E)

Comments

All costs will be direct costs. Therefore no cost allocation plan is being submitted.

Definitions:

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

B. System Service Area

1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

<u>County Served</u>	<u>Square Mileage</u>	<u>Population</u>
<u>Ford</u>	<u>468</u>	<u>14,241</u>
<u>Iroquois</u>	<u>1,120</u>	<u>31,334</u>
<u>Livingston</u>	<u>1,043</u>	<u>39,678</u>
<u>McLean</u>	<u>1,184</u>	<u>40,249</u>

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or

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official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment A to the application.

2. Services Provided Outside the Core Service Area

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

Example:

Extended Service Provided

Frequency

Shopping Trip to Springfield

Every 3rd Tuesday

<u>Extended Service Provided</u>	<u>Frequency</u>
Iroquois County to Kankakee (service mainly to dialysis unit located in Kankakee)	Three times a week
Iroquois County to Champaign (service restricted to medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 nd and 4 th Monday

Note: Use additional pages if necessary.

3. Services Provided to Out-of-State Destinations

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

C. Proposed Service Levels

1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services: For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: 32,000

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

2. Vehicle Miles

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : 250,000

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

3. Intercity Bus Service

Intercity bus service miles (estimated) 50,000

4. Charter Services

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604.9 (b) apply.

C. **Operating Entity Certification**

For each proposed operator(s) please provide a fully completed and executed copy of the following (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Robert O. Bertsche hereby certifies that
(Name of Authorized Official)

Meadows Mennonite Retirement Community d/b/a SHOW BUS is organized as:
(Name of Operator Agency)

(Check one)

- | | |
|--|---|
| <input type="checkbox"/> An individual | <input type="checkbox"/> a partnership |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation | <input type="checkbox"/> other |

And that **Meadows Mennonite Retirement Community, d/b/a SHOW BUS's**
(Name of operator)

Federal Employer's Identification Number

is **37-7091831**.



Officer or Official Signature

CEO, Meadows Mennonite Retirement Community

Title

Robert O Bertsche, CEO

Date

2/22/02

D. Grantee Contact Person

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Mike Beharv

Title: Grant Project Manager for McLean County

Phone: (309) 888-5160

Fax Number: (309) 888-5768

E-Mail:

E. Operator Contact Person(s)

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	(309) 747-2454	showbus@gridley.org

F. Lower Tier Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

B. Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

Operator's Proposed Transportation Employee Utilization: FY 2003

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director	Direct	Admin	1
Office manager	Direct	Admin	1
Clerical	Direct	Admin	1.5
Drivers	Direct	Op	7.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment C.

IX. Intercity Bus Operating Assistance Requests

A. Project Description

- Existing Component Expanded New

Detailed Description of Proposed Intercity Bus Service. For existing service the applicant must submit a printed schedule or timetable for intercity bus service. (Attach additional pages if necessary)

SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 1-800-525-2454.

FORD COUNTY

Tuesday

- 9:30 Gibson City to Paxton
- 11:00 Paxton to Gibson City
- 1:45 Gibson City to Paxton
- 3:15 Paxton to Gibson City

LIVINGSTON COUNTY

Monday

- 9:15 Fairbury to Bloomington/Normal
- 3:15 Bloomington/Normal to Fairbury

Wednesday

- 8:30 Dwight to Bloomington/Normal
- 2:30 Bloomington/Normal to Dwight

Friday

- 9:00 Pontiac to Bloomington/Normal
- 3:15 Bloomington/Normal to Pontiac

IROQUOIS COUNTY

Monday

- 8:15 Watseka to Kankakee
- 3:15 Kankakee to Watseka

Wednesday

- 8:15 Watseka to Kankakee
- 3:15 Kankakee to Watseka

Friday

- 8:15 Watseka to Kankakee
- 3:15 Kankakee to Watseka

MCLEAN COUNTY

Tuesday

- 9:30 LeRoy to Bloomington/
Normal
- 2:30 Bloomington/Normal to
LeRoy

B. Geographical Service Area

Please provide a description of the geographical areas to be served by the intercity bus project (attach additional pages if necessary):

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Estimated Intercity Bus Project Financing

FY 2003 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	<u>D250,000</u>
B.	Projected Total Intercity Bus Mileage	<u>E50,000</u>
C.	Percentage Intercity Bus (D divided by E)	<u>F20%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit)	<u>\$ 99,569</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$19,914</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$169,082</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$33,816</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$244,749</u>
L.	Total Intercity Bus Component (H + J)	<u>\$53,730</u>
M.	Total Non Intercity Bus (G+I-L)	<u>\$214,921</u>
	Total Program Cost (K+ L+ M)	<u>\$513,400</u>

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 03-19-2002		Applicant Identifier	
		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: McLean County			Organizational Unit:		
Address (give city, county, State, and zip code): McLean County Law & Justice Center 104 W Front, Bloomington, IL 61702			Name and telephone number of person to be contacted on matters involving this application (give area code) Mike Behary 309-888-5160		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6001569			7. TYPE OF APPLICANT: (enter appropriate letter in box) A. State H. Independent School Dist. <input checked="" type="checkbox"/> B B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____		
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____			9. NAME OF FEDERAL AGENCY: Federal Transit Administration		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 20-509 TITLE: Operating Assistance Program			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties and cities in the downstate Illinois area.					
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:			
Start Date	Ending Date	a. Applicant	b. Project		
7-1-2002	6-30-2002	Johnson	Johnson		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
a. Federal	\$	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 03-19-2002			
b. Applicant	\$	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
c. State	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No			
d. Local	\$				
e. Other	\$				
f. Program Income	\$				
g. TOTAL	\$				
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Type Name of Authorized Representative Michael Sweeney		b. Title Chairman McLean County Board		c. Telephone Number 309-888-5110	
d. Signature of Authorized Representative				e. Date Signed	

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Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

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Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

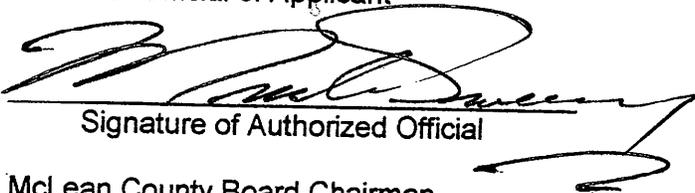
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the 19th day of March, 2002.

Officer or Official of Applicant



Signature of Authorized Official

McLean County Board Chairman
Title

March 19, 2002
Date

SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM.

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

A. General application

The Public Body ("McLean County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

FINANCIAL DATA
PROPOSED FY 2003 BUDGET

Exhibit C

REVENUES

Item	Description	AGENCY	SECTION 5311	PROJECT INCOME	LOCAL MATCH
		TOTAL (ALL TRANSIT)	TOTAL BUDGETED	(Proposed)	(Proposed)
401.01	Full Adult Fare	\$13,500.00	\$13,500.00	\$13,500.00	
401.02	Senior Citizen Fares	\$26,000.00	\$26,000.00	\$26,000.00	
401.03	Student Fares				
401.04	Child Fares				
401.05	Disabled Rider Fares				
401.06	Parking Lot Fares				
401.99	Other Rider Fares				
402.00	Special Transit Fares	\$120,000.00	\$120,000.00		\$120,000.00
403.00	School Bus Service				
404.00	Freight Tariffs				
405.00	Charter Service Revenues				
406.00	Auxiliary Revenues				
407.01	Sales of Maintenance Service				
407.02	Rental of Revenue Vehicles				
407.03	Rental of Buildings & Property				
407.99	Other Non-transportation Revenue				
408.00	Taxes Levied by Transit System				
409.00	Local Cash Grants	\$30,000.00	\$30,000.00		\$30,000.00
410.01	Local Disabled Fare Assistance				
410.02	Local Senior Fare Assistance				
410.03	Local Student Fare Assistance				
410.99	Other Local Special Fare Assistance				
411.00	State Cash Grants				
412.00	State Special Fare Assistance				
413.00	Federal Cash Grants (Section 18)	\$268,651.00	\$268,651.00		
414.00	Interest Income				
430.01	Contributed Services - Allowable				
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	\$55,249.00	\$55,249.00		\$55,249.00
440.00	Subsidy From Other Sources				
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
(Exclude grey areas from total)		\$244,749	\$244,749.00	\$39,500.00	\$ 205,249.00

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PROPOSED FY 2001 BUDGET
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
LABOR					
501.01	Operator's Salaries & Wages	\$126,000.00	\$126,000.00		\$126,000.00
501.02	Training Salaries & Wages				
501.03	Dispatcher's Salaries & Wages				
501.04	Administrative Salaries & Wages	\$95,000.00	\$95,000.00	\$95,000.00	
501.99	Other Salaries & Wages				
	TOTAL	\$221,000.00	\$221,000.00	\$95,000.00	\$126,000.00
FRINGE BENEFITS					
502.01	FICA	\$17,500.00	\$17,500.00	\$8,500.00	\$9,000.00
502.02	Pensions & Long Term Disability	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
502.03	Health Insurance	\$18,000.00	\$18,000.00	\$4,200.00	\$13,800.00
502.04	Dental Plans				
502.05	Life Insurance	\$900.00	\$900.00	\$450.00	\$450.00
502.06	Short Term Disability				
502.07	Unemployment Insurance				
502.08	Worker's Compensation	\$15,000.00	\$15,000.00	\$400.00	\$14,600.00
502.09	Sick Leave	\$1,000.00	\$1,000.00	\$500.00	\$500.00
502.10	Holiday				
502.11	Vacation	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
502.12	Other Paid Absence				
502.13	Uniform Allowance	\$2,000.00	\$2,000.00		\$2,000.00
502.99	Other Fringe Benefits	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
	TOTAL	\$83,400.00	\$83,400.00	\$28,550.00	\$54,850.00
SERVICES					
503.01	Management Services				
503.02	Advertising Services	\$1,000.00	\$1,000.00	\$1,000.00	
503.03	Professional & Technical Services	\$27,500.00	\$27,500.00	\$27,500.00	
503.04	Temporary Services				
503.05	Contract Maintenance	\$30,000.00	\$30,000.00	\$1,200.00	\$28,800.00
503.06	Custodial Services				
503.07	Security Services				
503.99	Other Services	\$5,000.00	\$5,000.00		\$5,000.00
	TOTAL	\$63,500.00	\$63,500.00	\$29,700.00	\$33,800.00

PROPOSED FY 2001 BUDGET (Continued)

EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
MATERIALS & SUPPLIES					
504.01	Fuel & Lubricants Consumed	\$45,000.00	\$45,000.00		\$45,000.00
504.02	Tires & Tubes Consumed	\$4,000.00	\$4,000.00		\$4,000.00
504.03	Inventory Purchases	\$6,000.00	\$6,000.00	\$4,000.00	\$2,000.00
504.99	Other Materials & Supplies	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
	TOTAL	\$58,000.00	\$58,000.00	\$5,500.00	\$52,500.00
UTILITIES					
505.02	Telephone	\$8,000.00	\$8,000.00	\$8,000.00	
505.99	Other, i.e. Natural Gas, Electric, etc.	\$800.00	\$800.00		\$800.00
	TOTAL	\$8,800.00	\$8,800.00	\$8,000.00	\$800.00
CASUALTY & LIABILITY					
506.01	Physical Damage Insurance	\$22,618.00	\$22,618.00	\$22,618.00	
506.03	Liability & Property Insurance	\$29,982.00	\$29,982.00	\$29,982.00	
506.04	Uninsured Settlements				
506.05	Provisions for Uninsured Settlements				
506.06	Recoveries of Settlements				
506.08	Other Corporate Insurance				
506.99	Other Insurance				
	TOTAL	\$52,600.00	\$52,600.00	\$52,600.00	
TAXES					
507.00	TOTAL	\$300.00	\$300.00	\$300.00	
PURCHASED TRANSPORTATION					
508.00	TOTAL				
MISCELLANEOUS					
509.01	Dues & Subscriptions	\$700.00	\$700.00	\$700.00	
509.02	Travel & Meetings	\$2,500.00	\$2,500.00	\$2,000.00	\$500.00
509.03	Bridge, Tunnel, & Highway Tolls				
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	\$1,900.00	\$1,900.00	\$1,900.00	
	TOTAL (Excluding Grey Areas)	\$5,100.00	\$5,100.00	\$4,600.00	\$500.00

PROPOSED FY 2001 BUDGET (Continued)
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST					
511.01	Long Term Debt Obligation				
511.02	Short Term Debt Obligation	\$4,800.00	\$4,800.00	\$4,800.00	
	TOTAL	\$4,800.00	\$4,800.00	\$4,800.00	
LEASES & RENTALS					
512.01	Transit Way Structures, etc.				
512.02	Passenger Stations				
512.03	Passenger Parking Facilities				
512.04	Passenger Revenue Vehicles				
512.05	Service Vehicles	\$3,000.00	\$3,000.00		\$3,000.00
512.06	Operating Yards or Stations	\$7,500.00	\$7,500.00		\$7,500.00
512.07	Maintenance Facilities				
512.10	Data Processing Facilities				
512.11	Revenue Collection Facilities				
512.12	Other Administrative Facilities	\$5,400.00	\$5,400.00	\$5,400.00	
	TOTAL	\$15,900.00	\$15,900.00	\$5,400.00	\$10,500.00
DEPRECIATION & AMORTIZATION					
513.00	TOTAL				
CONTRIBUTED SERVICES					
530.00	TOTAL				
INELIGIBLE EXPENSES					
550.00	TOTAL				
ICR	Indirect Cost Rate				
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)		\$513,400.00	\$513,400.00	\$234,450.00	\$278,950.00

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Applicant's Certification Of Intent

Applicant: McLean County

Address: McLean County Law and Justice Center

104 West Front, POBox 2400

Bloomington, IL 61702-2400

<u>Mike Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

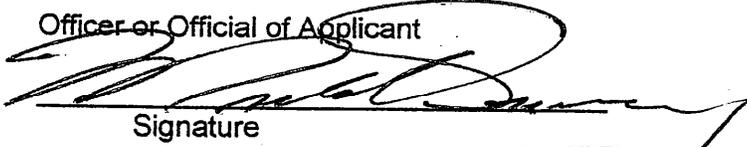
309-888-5768
Fax Number

E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant



Signature

McLean County Board Chairman

Title

March 19, 2002

Date

McLean County Board Resolution

NO. _____

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1964, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE MCLEAN COUNTY BOARD:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of March, 2002

ATTEST:

APPROVED:



Peggy Ann Milton,
County Clerk
McLean County, Illinois



Michael Sweeney,
Chairman
McLean County Board

Ordinance

ORDINANCE NO. _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

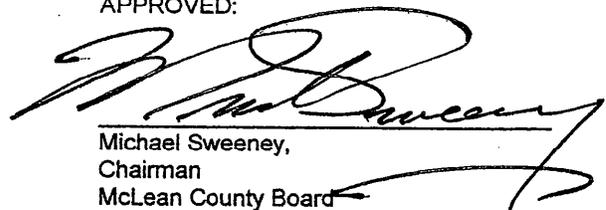
Section 5. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of March, 2002

ATTEST:


Peggy Ann Milton,
County Clerk
McLean County, Illinois

APPROVED:


Michael Sweeney,
Chairman
McLean County Board

Elected Board Members _____

PRESENT _____

AYE _____

NAY _____

FEDERAL FY 2002 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- | | | |
|------|---|-------------------------------------|
| (1) | Certifications and Assurances Required of Each Applicant | <input checked="" type="checkbox"/> |
| (2) | Lobbying Certification | <input checked="" type="checkbox"/> |
| (3) | Certification Pertaining to Effects on Private Mass Transportation Companies | <input checked="" type="checkbox"/> |
| (4) | Public Hearing Certification for a Project with Substantial Impacts | <input checked="" type="checkbox"/> |
| (5) | Certification for the Purchase of Rolling Stock | <input checked="" type="checkbox"/> |
| (6) | Bus Testing Certification | <input checked="" type="checkbox"/> |
| (7) | Charter Service Agreement | <input checked="" type="checkbox"/> |
| (8) | School Transportation Agreement | <input checked="" type="checkbox"/> |
| (9) | Certification for Demand Responsive Service | <input checked="" type="checkbox"/> |
| (10) | Prevention of Alcohol Misuse and Prohibited Drug Use Certification | <input checked="" type="checkbox"/> |
| (11) | Certification Required for Interest and Other Financing Costs | <input checked="" type="checkbox"/> |
| (12) | Intelligent Transportation Systems Program Assurance | <input type="checkbox"/> |
| (13) | Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program | <input type="checkbox"/> |
| (14) | Certifications and Assurances for the Elderly and Persons with Disabilities Program | <input type="checkbox"/> |
| (15) | Certifications and Assurances for the Nonurbanized Area Formula Program | <input checked="" type="checkbox"/> |
| (16) | Certifications and Assurances for the State Infrastructure Bank (SIB) Program | <input type="checkbox"/> |

FEDERAL FISCAL YEAR 2002 FTA CERTIFICATIONS AND ASSURANCES

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chairman

BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Federal Fiscal Year 2002.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2002.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature



Date:

Name Michael Sweeney
Authorized Representative of Applicant

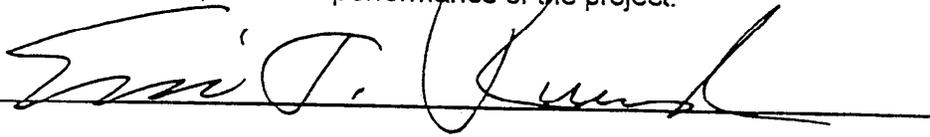
AFFIRMATION OF APPLICANT'S ATTORNEY

For McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature



Date:

Name

Eric T. Rund

Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

NON-VEHICLE CAPITAL ASSET INVENTORY

To be submitted with
Section 5311 FY03 Operating Assistance Applications

Please complete the following section as thoroughly as possible. Include all capital assets funded either through the Federal Transit Administration or the State of Illinois, with an original purchase cost greater than \$300—excluding vehicles. Attach additional pages if necessary. All vehicles should be included on the attached Vehicle Asset Inventory (Exhibit J).

<u>Capital Asset</u>	<u>Contract Number</u>	<u>Original Cost</u>	<u>Date of Purchase</u>	<u>Condition Good/Fair/Poor</u>
1. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
2. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
3. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
4. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
5. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
6. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
7. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
8. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
9. <u>GTX RADIO</u>	<u>3114</u>	<u>\$480.00</u>	<u>07/17/01</u>	<u>GOOD</u>
10. _____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____
16. _____	_____	_____	_____	_____
17. _____	_____	_____	_____	_____

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SHOW BUS Vehicle Inventory Ford, Irqquois, Livingston & McLean Counties

Buses

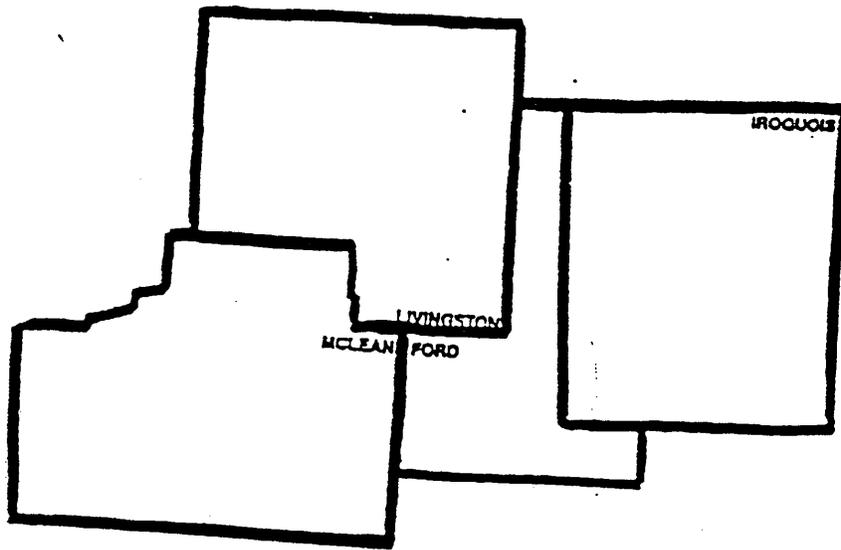
	Veh Type	Year/Manufact.	VIN#	Mileage as of 2/02	Date of Last Insp	Funding Source	Cond
14	BOC	1997/Eldorado	1FDLE40F2VHB32790	144,923	12/27/01	5310	Fair
15	BOC	1998/Eldorado	1FDXE40F3WHB91379	99,884	11/23/01	5311	Good
16	Raised Roof	1998/Nat'l Mob	2B7LB31Z9WK150253	98,120	1/16/02	5311	Good
17	Raised Roof	2000/Nat'l Mob	2B6LB31Z5YK124040	33,322	8/14/01	Private/AAA	Good
18	Raised Roof	2000/Nat'l Mob	2B7LB31Z7YK168458	18,156	1/17/02	5311	Excellent
19	BOC	2001/Eldorado	1FDXE45F0YHC01202	45,540	11/30/01	5311	Excellent
20	BOC	2001/Eldorado	1FDXE45F5YYC01227	27,847	12/20/01	5311	Excellent

Note: All Sec. 5311 vehicles are titled to McLean County. The rest are titled to Meadows Mennonite Retirement Community or the State of Illinois.

SHOW BUS Vehicle Inventory Ford, Iroquois, Livingston & McLean Counties

Buses

	Veh Type	Year/Manufact.	VIN#	Mileage as Of 2/02	Date of Last Insp.	Funding Source	Cond
1	Raised Roof	1994/Braun	1FTJS34G8RHB78597	174,630	1/15/02	5311	Fair
2	BOC	1994/Eldorado	1FDKE30MORHA20676	126,585	10/22/01	5310	Poor
2a	Mini-Van	1994/Nat' lMob	1B4GH44R8RX303780	Out of service		5311	Poor/inop
3	Raised Roof	1994/Braun	1FTJS34G9RHB78592	111,668	8/30/01	5311	Fair
4	Raised Roof	1996/Nat' lMob	2B6KB31Z4TK184688	78,286	12/27/01	5310	Fair
5	BOC	1992/Eldorado	1FDKE37M8NHB61043	174,702	8/13/01	private	Poor
6	Raised Roof	1991/Braun	1FTHS34H2MHA53577	Out of serv	5/14/01	5310	Poor/inop
7	Raised Roof	1991/Braun	1FTHS34H3MHA53555	Out of serv	8/7/01	5310	Poor
8	Raised Roof	1991/Braun	1FTHS34H3MHA53569	Out of service		5310	Poor/inop
9	BOC	1992/Eldorado	1FDKE30G3NHA22040	182,867	10/5/01	private	Poor
10	BOC	1990/Eldorado	1FDKE30G3LHA09026	Out of serv	12/2001	private	Poor
11	Heavy Duty	1993/Eldorado	4CDK54E22P2106426	50,000+on	12/2001	5310	Fair
12	Raised Roof	1996/Nat' lMob	2B6KB31Z2TK184690	108,617	11/7/01	5310	Fair
					Rebuilt eng		



Service Area



Example

DEPARTMENT OF BUILDING & ZONING

(309) 888-5160 Fax (309) 888-5768

104 W. Front, Room 707 P.O. Box 2400

Bloomington, Illinois 61702-2400

February 21, 2002

Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

RE: Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by March 15, 2002 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

Michael J. Behary

Mike Behary, County Planner
Grantee Project Manager

X:\IDOT\Provide-03-2002

RF

Providers List for 2003 Application

Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

The ARC
777 W. Walnut
Watseka, IL 60970

American City Cab Co.
513 East Locust
Bloomington, IL 61701

Bee Express Taxi Cab
112 N. Main
Pontiac, IL 61764

Dehm Bus Service
8 N. 3rd
Chatsworth, IL 60921

Ryder Student Transportation
1103½ E. Croxton Avenue
Bloomington, IL 61701

Volunteer Services of Iroquois County
1001 E. Grant Street
Watseka, IL 60970

TLC Express
803 East Bell
Bloomington, IL 61701

St. Mary's Hospital
111 East Spring Street
Streator, IL 61364

Wilken Bus Service
1565 N. 600 E Road
Onarga, IL 60955

Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 North Morris Avenue
Bloomington, IL 61701

Elegant Limousines
112 E. Jefferson
Bloomington, IL 61701

Letters sent

2-21-02

ILLINOIS DEPARTMENT OF TRANSPORTATION
2002 CONSOLIDATED VEHICLE PROCUREMENT
ROLLING STOCK
CAPITAL ASSISTANCE
APPLICATION

STOP! IF YOU ARE SEEKING TO REPLACE A VEHICLE(S), BE SURE THAT YOU MEET THE ELIGIBILITY REQUIREMENTS LISTED ON PAGE 5 (PART III, SECTION E).

IF YOU DO NOT MEET THESE REQUIREMENTS, DO NOT SUBMIT FOR REPLACEMENT.

Legal Name of Applicant Agency McLean County		Date of Application Filing 3-19-2002
Street Address, City, State, County and Zip Code McLean County Law and Justice Center 104 West Front, PO Box 2400 Bloomington, IL 61702-2400		County McLean County
Area Served by Applicant (List counties, city, portions, areas as applicable) Ford, Iroquois, Livingston and McLean Counties		Type of Applicant (from pg. 3 A) Federal Section 5311 Grantee
Federal Tax Identification Number 37-6001569		Illinois State Tax Exempt Number E-9994-9946-03
Contact Person Mike Behary	E-Mail Address Title Grantee Project Manager	Contact: Tel. (309) 888-5160 Fax: (309) 888-5768

ALL APPLICANTS MUST ANSWER:

DOES A MINORITY GROUP MANAGE YOUR ORGANIZATION OR IS OPERATION MINORITY BASED? <input type="radio"/> YES <input checked="" type="radio"/> NO
ASSISTANCE TO MINORITY COMMUNITY: DOES YOUR AGENCY PROVIDE SERVICE TO MINORITIES? <input checked="" type="radio"/> YES <input type="radio"/> NO
YEAR THE AGENCY LAST APPLIED FOR CVP VEHICLE <u>2001</u> YEAR LAST GRANTED <u>FOR FY 2001 APPLICATION,</u> GRANTED IN JANUARY, 2002.

By this application, it is the intent of (Applicant's Legal Name) McLean County to procure the requested vehicle(s) through the State of Illinois' Consolidated Vehicle Procurement (CVP) program; and thereby meet all applicable state, federal and local procurement requirements. I certify that the information and statements provided in this application and the supporting documents are correct and complete.

Officer or Official Signature <u>Michael Sweeney</u>	Date <u>3/19/02</u>
Print Officer or Official Name	Board Chairman Title

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PART I

REQUIRED SUBMITTALS

TO BE COMPLETED BY ALL APPLICANTS

Applicant Name McLean County

Use the submittal matrix (A) and checklist (B) to help you meet all requirements of the application process.

A. Submittal Matrix An "X" represents the information that must be submitted by each type of agency.

Type of Applicant	Part II	Part III	Part IV	Part V	Part VI	Part VII	Part VIII	Part IX	Part X	Appendices				Support Letters
										A	B	C	MPO	
Non-Profit Non-Governmental Agency	X	X	X	X	X	X	X(b)	X	X	X	X	X	X (c)	X
Federal Section 5311 Grantee	X	X	X							X(a)	X(a)	X		
IDOT-Certified Public Body	X	X	X	X	X(a)	X	X(b)		X(a)	X(a)	X(a)	X	X (c)	

(a) this data not required if applicant agency has applied for another grant within the last nine months.

(b) subsection information is required ONLY if applicant is applying for a vehicle for new or expanded service.

(c) If applicant is in an urbanized area outside the Chicago region, see page 39.

B. Submittal Checklist Check the appropriate boxes. All items are required unless otherwise indicated.

ITEM	ENCLOSED
• Signed Application (front cover)	x
• Part I Submittal Matrix(A) and Application Checklist (B)	x
• Part II Vehicle Inventory (page 4)	x
• Part III Vehicle Request Form and Budget(pp 5-6)	x
• Part IV Project Justification (page 7)	x
• Part V Applicant's Current Services and Experience (pp 8-10)	
• Part VI Fleet Control and Maintenance (page 11)	
• Part VII Driver Training (page 12)	
• Part VIII Proposed New or Expanded Service (pages 13 & 14)	
• Part IX Coordination Efforts (if applicable, page 15 &16)	
• Part X Financial Administration (if applicable, page 17 & 18)	
• Appendix A Signed FTA and IDOT Assurances and signed Attorney's Affirmation (page 18)	x
• Appendix B Public hearing published notice, report and public written comments	x
• Appendix C Executed Board Resolution authorizing official representative	x
• Appendix D Application Preparation Guidance	
• Appendix E Paratransit Vehicle Catalog	
• Letter from MPO placing project in TIP (not applicable in Cook, Lake, DuPage, Kane, Will and McHenry Counties, or any non-urbanized area)	
• Letters of support from County Boards (not an application requirement)	
• Letters of support from local Legislators, others (not an application requirement)	

Note: When submitting your application: (1) **Remove:** instructions, vehicle catalog, other guidance and informational material; and (2) **Include this Checklist** (Indicate any missing items, noting whether pending, subject to third party submittal /approval, or delayed.)

PART II

PARATRANSIT VEHICLE INVENTORY

TO BE COMPLETED BY ALL APPLICANTS

Applicant Name
McLean County

Applicant's Current Paratransit Vehicle Inventory (attach additional pages if necessary)

Examples:

91	Braun	R-Roof Van	IFDX0034586IL01	2/1/95	189,000	8	Leased	Yes
92	ElDorado	Med. Duty	IBB01083589IL18	2/1/95	208,000	14	Owned	No

Yr.	Manufacturer	Type	Vin #	Odometer Reading		Seating Capacity	Date Bought or Leased	* IDOT Funded Vehicle
				Date	Miles			
94	Braun	Raised R	1FTJS34G8RHB78597	2/02	174630	7-10	94	Yes
94	El Dorado	Med Duty	1FDKE30M0RHA20676	2/02	126585	12-14	94	Yes
94	Natl Mob	Mini Van	1B4GH44R8RX303780	2/02	194363	7	94	Yes
94	Braun	Raised R	1FTJS34G9RHB78592	2/02	111668	7-10	94	Yes
96	Natl Mob	Raised R	2BKB31Z4TK184688	2/02	78286	7-10	96	Yes
92	El Dorado	Med Duty	1FDKE37M8NHB61043	2/02	174702	12	98	No
91	Braun	Raised R	1FTHS34H2MHA53577	2/02	196968	7-10	91	Yes
91	Braun	Raised R	1FTHS34H3MHA53555	2/02	195188	12	91	Yes
91	Braun	Raised R	1FTHS34H3MHA53569	2/02	157287	7-10	91	Yes
92	El Dorado	Med Duty	1FDKE30G3NHA22040	2/02	182867	12-14	96	No
90	El Dorado	Med Duty	1FDKE30G3LHA09026	2/02	122708	11	93	No
93	El Dorado	H Duty	4CDK54E22P2106426	2/02	100000	15-18	93	Yes
96	Natl Mob	Raised R	2B6KB31Z2TK184690	2/02	108617	7-10	96	Yes
97	El Dorado	Med Duty	1FDLE40F2VHB32790	2/02	144923	12-14	97	Yes
98	El Dorado	Med Duty	1FDXE40F3WHB91379	2/02	99884	12-14	98	Yes
98	Natl Mob	Raised R	2B7LB31Z9WK158253	2/02	98120	7-10	98	Yes
00	Natl Mob	Raised R	2B6LB31Z5YK124040	2/02	33322	7-10	00	No
00	Natl Mob	Raised R	2B7LB31Z7YK168458	2/02	18156	7-10	00	Yes
01	El Dorado	Med Duty	1FDXE45F0YHC01202	2/02	45540	12-14	00	Yes
01	El Dorado	Med Duty	1FDXE45F5YYC01227	2/02	27847	12-14	00	Yes

Note-4CDK54E22P2106426 has over 50,000 miles on a rebuilt engine
 * Please indicate if this vehicle was purchased with funds from the Illinois Department of Transportation.

PART III

VEHICLE REQUEST FORM & BUDGET TO BE COMPLETED BY ALL APPLICANTS

Note: Attach one completed copy of this form for EACH vehicle requested

A. Applicant Name		Form 3 of 4
	McLean County	

B. Vehicle Category Requested: see vehicle catalog to check appropriate unit by passenger size:

- Mini-Van w/ramp (5 pass.)
 Light Duty Paratransit w/lift (10 pass.)
 Medium Duty Paratransit w/lift (14 pass.)
 Super Medium Duty Paratransit w/lift (22 pass.) Requires supplemental justification, well documented requirements, Up-to-date maintenance program and large client base experience.
 Heavy Duty Transit w/lift or low floor (31 pass/2wheelchair with optional destination signs & passenger signal/PA system) *available to Section 5311 applicants only*

C. Category of Request (Check appropriate category)

- | | |
|---|---|
| <input checked="" type="radio"/> Replacement of owned vehicle | <input type="radio"/> Service Expansion |
| <input type="radio"/> Replacement of leased vehicle | <input type="radio"/> New Service |

D. Vehicle Request Prioritization

Based on needs, the requested vehicle on this form is to be considered for funding (1st, 2nd, etc.) 3rd.
 No two requested vehicles may have the same priority ranking.

E. VEHICLE REPLACEMENT CRITERIA (agency must enclose all required documentation)

To be eligible for replacement, vehicles must meet the following criteria at time of application:

- Minivans/raised roof vans/automobiles: have been driven at least 95,000 miles; OR be over five years old
- AND in documented unsafe or poor operating condition.
- Light -Duty or Medium-duty/school bus: have been driven at least 120,000 miles OR be over seven years old AND in documented unsafe or poor operating condition.
- Super medium-duty duty paratransit: have been driven at least 150,000 miles OR be over seven years old
- AND in documented unsafe or poor operating condition.
- Heavy-duty transit: have been driven at least 350,000 miles OR be over ten years old AND in documented unsafe or poor operating condition.
- Any 1991 or 1993 EIDorado MST heavy-duty vehicle regardless of mileage or condition.

F. Please provide Replacement Vehicle Identification Information for the vehicle being replaced:

Yr.	Manufacturer	Type	Mileage	Vin #	IDOT Contract #
94	Natl Mob	Raised R	111668	1FTJS34G9RHB78592	CAP-94480-ILL

Justification (i.e. exceeds mileage criteria, or documented as unsafe or in poor condition –incl. photos, receipts)

Exceeds mileage criteria

PART III

VEHICLE REQUEST FORM & BUDGET TO BE COMPLETED BY ALL APPLICANTS

Note: Attach one completed copy of this form for EACH vehicle requested

A. Applicant Name McLean County	Form 4 of 4
---	-------------

B. Vehicle Category Requested: see vehicle catalog to check appropriate unit by passenger size:

- Mini-Van w/ramp (5 pass.)
 Light Duty Paratransit w/lift (10 pass.)
 Medium Duty Paratransit w/lift (14 pass.)
 Super Medium Duty Paratransit w/lift (22 pass.) Requires supplemental justification, well documented requirements, Up-to-date maintenance program and large client base experience.
 Heavy Duty Transit w/lift or low floor (31 pass/2wheelchair with optional destination signs & passenger signal/PA system) *available to Section 5311 applicants only*

C. Category of Request (Check appropriate category)

- | | |
|---|---|
| <input checked="" type="radio"/> Replacement of owned vehicle | <input type="radio"/> Service Expansion |
| <input type="radio"/> Replacement of leased vehicle | <input type="radio"/> New Service |

D. Vehicle Request Prioritization

Based on needs, the requested vehicle on this form is to be considered for funding (1st, 2nd, etc.) 4th

No two requested vehicles may have the same priority ranking.

E. VEHICLE REPLACEMENT CRITERIA (agency must enclose all required documentation)

To be eligible for replacement, vehicles must meet the following criteria at time of application:

- Minivans/raised roof vans/automobiles: have been driven at least 95,000 miles; OR be over five years old
- AND in documented unsafe or poor operating condition.
- Light -Duty or Medium-duty/school bus: have been driven at least 120,000 miles OR be over seven years old AND in documented unsafe or poor operating condition.
- Super medium-duty duty paratransit: have been driven at least 150,000 miles OR be over seven years old
- AND in documented unsafe or poor operating condition.
- Heavy-duty transit: have been driven at least 350,000 miles OR be over ten years old AND in documented unsafe or poor operating condition.
- Any 1991 or 1993 EIDorado MST heavy-duty vehicle regardless of mileage or condition.

F. Please provide Replacement Vehicle Identification Information for the vehicle being replaced:

Yr.	Manufacturer	Type	Mileage	Vin #	IDOT Contract #
96	Natl Mob	Raised R	108617	2B6KB31Z2TK184690	2281

Justification (i.e. exceeds mileage criteria, or documented as unsafe or in poor condition –incl. photos, receipts)

Exceeds mileage criteria

87

Applicant Name
McLean County

ESTIMATED PROJECT BUDGET

G. Estimated CVP Budget

Vehicle Type	Capacity (Approx.)	Number of Units Requested			(d) Line Total (a+b+c)	(e) Estimated Unit Cost	Estimated Total Cost (Line Total X Unit Cost) (d x e)
		Replace (a)	Expansion (b)	New (c)			
Mini-Van Paratransit (w/ ramp) MVP	6 pass.					\$45,000	\$
Light Duty Paratransit Vehicle (w/lift) LDPV	10 pass.	2			2	\$45,000	\$90,000
Medium Duty Paratransit Vehicle (w/lift) MDPV	14 pass.	2			2	\$65,000	\$130,000
Super Medium Duty Para- Transit Vehicle (w/lift) SMDPV	22 pass.					\$98,000	\$
Heavy Duty Transit Vehicle (w/lift) (Sec 5311 only) HDPV	31 pass.					\$280,000	\$

Total CVP \$220,000

Comments:

PART IV

PROJECT JUSTIFICATION

TO BE COMPLETED BY ALL NON-PROFIT AND IDOT-CERTIFIED PUBLIC BODY APPLICANTS

Applicant Name McLean County

Project Justification

Describe the transportation needs of individuals in your current or proposed service area. Identify how these needs are currently not being met. Explain how the current transportation program will change if this grant is not approved. Project justification focuses within the context of socio-economic and service benefits to the geographic area, to the transportation of the disadvantaged, and clients in need. Approval of this grant depends upon demonstrated need and program; and subsequent IDOT/DPT concurrence with the applicant's argument that other transportation services are insufficient, inappropriate, or unavailable. Please add extra sheets as needed to provide all appropriate detail.

The replacement vehicles being requested will be used to provide rides to passengers currently using McLean County's rural transportation system. Some passengers are developmentally disabled and use the system to work. Some go to medical appointments, including those who require reoccurring renal dialysis treatment. Others depend upon the system to access shopping and recreational needs beyond walking distance from their homes. Again, the replacement vehicles are needed to continue to safely and efficiently serve the system's current passengers.

Appendix A

ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FEDERAL TRANSIT ADMINISTRATION ("FTA") ASSISTANCE PROGRAMS JOINT CERTIFICATIONS AND ASSURANCES FOR APPLICANT'S

Name of Applicant McLean County

By signing the attached AFFIRMATION OF APPLICANT'S ATTORNEY and JOINT CERTIFICATIONS AND ASSURANCES FOR IDOT & FTA PROGRAMS, the Applicant agrees to comply with the following applicable requirements (attached) of IDOT and FTA Assurance Programs Joint Certifications and Assurances for Grantees:

CERTIFICATION	CVP APPLICATION
1. Certifications and Assurances Required of each Applicant	Applicable
2. Lobbying Certification (if application is for more than \$100,000)	Applicable
3. Certification for Effects on Private Mass Transportation Companies	Applicable (for public bodies only)
4. Public Hearing Certification for Major Projects with substantial Impacts	Not Applicable
5. Certification for the Purchases of Rolling Stock	Not Applicable
6. Bus Testing Certifications	Not Applicable
7. Charter Bus Agreement	Not Applicable
8. School Bus Agreement	Not Applicable
9. Certification for Demand Responsive Service	Applicable
10. Substance Abuse Certifications	Not Applicable
11. Certification Required For Interest or Other Financing Costs	Not Applicable
12. Intelligent Transportation System Program Assurance	Not Applicable
13. Certifications and Assurances For The Urbanized Area Formula Program, The Job Access and Reverse Commute Program and The Clean Fuels Formula Program	Not Applicable
14. Certifications and Assurances for the Elderly and Persons With Disabilities Program	Applicable
15. Certifications and Assurances for the Nonurbanized Area Formula Program	Not Applicable
16. Certifications and Assurances for the State Infrastructure Bank Program	Not Applicable

The attached signature pages (Applicant and Applicant's attorney) must be appropriately completed and signed where indicated.

AFFIRMATION OF APPLICANT'S ATTORNEY

For McLean County (Name of Applicant)

As the undersigned legal counsel for the above named Applicant, I hereby affirm that the Applicant has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances, or of the performance of the project.



Applicant's Attorney's Signature

3-19-02

Date

Eric T. Rund

Print Applicant's Attorney's Name

JOINT CERTIFICATION AND ASSURANCES FOR IDOT & FTA PROGRAMS

Name of Applicant: McLean County

Name of Authorized Representative: Michael Sweeney

Relationship of Authorized Representative: McLean County Board Chairman

BY ENDORSING THIS SIGNATURE PAGE, I, Michael Sweeney,

declare that I am duly authorized by the Applicant to make the certifications and assurances on behalf of the Applicant and bind the Applicant to comply with them. Thus, by the undersigned executing this document, the Applicant agrees to comply with all state and federal statutes, regulations, executive orders, and administrative guidance, now and hereafter required, with respect to any application for funding it makes to the Federal Transit Administration (FTA) and/or the Illinois Department of Transportation (IDOT).

IDOT, FTA and intend that the required certifications and assurances apply to each project for which the Applicant seeks now, or may later seek, FTA or IDOT financial assistance.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made herein, in the statements submitted with this document, and in any other submission made to FTA or IDOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT or FTA. The applicant further acknowledges that the criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the FTA and IDOT formula assistance program for urbanized areas, and may apply to any other certification, assurance, or submission made in connection with any program administered by FTA or IDOT.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Date: March 19, 2002

Authorized Representative of Applicant

Appendix B

Public Hearing Notice

Notice is hereby given that a public hearing will be held by McLean County regarding a State of Illinois Paratransit Vehicle Grant for the Non Metro Areas of McLean, Livingston, Ford and Iroquois Counties

On March 19, 2002 at 9:00 am, McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, IL

- I. For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to the Illinois Department of Transportation's general authority to make such Grants, and which is generally described as follows:
 - A. To purchase the following replacement vehicles; two light duty paratransits costing \$45,000 each and two medium duty paratransits costing \$65,000 each. Total project cost is \$220,000. All vehicles will be used in the provision of rural public transportation.

This project will be included in a Consolidated Vehicle Procurement Program undertaken by the State of Illinois on behalf of McLean County, with State and Federal Funds.
 - B. Relocation Assistance will not be required.
 - C. This project is being implemented to minimize environmental impacts.
 - D. This project is in conformance with comprehensive transportation planning in the area.
 - E. All new equipment included in this project will meet ADA accessibility rules for the elderly and disabled.
- II. At the hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit orally or in writing, evidence and recommendations with respect to said project.
- III. A copy of the application for a state grant for the proposed project for the intended service area is available for public inspection at the Law and Justice Center, 104 West Front Street, Room 707, Bloomington, IL or contact Mike Behary, County Planner at (309) 888-5160.

Appendix C

McLean County Board Resolution

NO. _____

Resolution authorizing application for and execution of a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, the provision of specialized paratransit service is essential to the transportation of elderly, disabled and other transportation disadvantaged persons; and

WHEREAS, The Illinois Department of Transportation's (IDOT) general authority to make such Grants, makes funds available to offset certain capital costs of a private non-profit or an IDOT Certified Public Body transportation system providing specialized paratransit service; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under The Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain Elderly and Disabled Transportation Program capital costs of McLean County.

Section 2. That the Board Chairman of McLean County, Michael Sweeney, is hereby authorized and directed to execute and file such application on behalf of McLean County

Section 3. That the Board Chairman of McLean County, Michael Sweeney, is authorized to furnish such additional information as may be required by the Division of Public Transportation in connection with the aforesaid application for said grant.

Section 4. That the Board Chairman of McLean County, Michael Sweeney, is hereby authorized and directed to execute and file on behalf of McLean County any grant agreement pursuant to said application

ADOPTED by the County Board of McLean County, Illinois, this 19th day of March, 2002

ATTEST:

APPROVED:

Peggy Ann Milton,
County Clerk
McLean County, Illinois

Michael Sweeney,
Chairman
McLean County Board

PURCHASE OF SERVICE AGREEMENT
FOR THE RURAL GENERAL PUBLIC TRANSPORTATION under
the SECTION 5311 OPERATING & ADMINISTRATIVE ASSISTANCE PROGRAM

between

McLean County

and

Meadows Mennonite Retirement Community

d/b/a SHOW BUS

Contract Number _____

STATE FISCAL YEAR 2003

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This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/b/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC App 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 268,651.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2003 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will provide all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2002, by their respective duly authorized officials.

Provider's Name & Address

Grantee's Name & Address

Meadows Mennonite Home
d/b/a SHOWBUS, R.R. 1
Chenoa, IL 61726

McLean County Board
104 W. Front Street
Bloomington, IL 61702-2400

By: _____
Chief Executive Officer

By: _____
County Board Chairman

Attest:

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

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of Applications for Financial Assistance from the Illinois Department of Transportation to Provide Rural Public Transportation and a Purchase of Services Agreement with Meadows Mennonite Retirement Community/SHOW BUS.
(1) Regular Operating Application
(2) Vehicle Capital Application
(3) Purchase of Service Agreement with Meadows Mennonite/SHOW BUS
Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

100

Member Sorensen, Chairman, presented the following:

END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT entered into this _____ day of _____, 2002, by and between **COTT SYSTEMS, INC., an Ohio corporation**, with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Licensor"), and the **County of McLean, Illinois** with principal offices at 104 West Front Street, Bloomington, IL 61701, ("Licensee").

RECITALS

Licensor is in the business of designing and leasing computer software for use by county and local governments and in connection therewith has developed the computer program described in Exhibit "A", a copy of which is attached hereto. Licensee desires to obtain a license to use the software program and provide for the support of the same, pursuant to the terms contained in this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and Licensee hereby accepts a non-exclusive, non-transferable, perpetual right and license to the use of the software described in Exhibit "A" hereto within the United States. This licensed program in machine-readable form shall be for use solely on the central processing unit or units designated by type/serial number and its associated units ("CPU"), set out on Exhibit "B" attached hereto at the location set forth therein. In the event the CPU referred to in Exhibit "B" shall become inoperative due to malfunction, or, becomes unavailable due to the performance of maintenance or modification tasks, Licensee, upon giving written notice to Licensor, shall be permitted temporarily to use the software on a backup CPU until the licensed CPU is restored to operative status and processing of data already entered into the backup CPU shall have been completed. Licensee shall be permitted to make a copy of the software for backup purposes. In the event Licensee determines in its sole discretion to replace the CPU listed in Exhibit "B", Licensee may, upon notice to Licensor, transfer the subject software to the replacement CPU, provided such replacement CPU shall also be at the location set forth in Exhibit "B".

2. **LICENSE FEE.** Licensee hereby agrees to pay Licensor, an installation charge of \$86,586 plus data and image conversion costs, and monthly consideration for the continuing grant of the subject license and maintenance, according to the schedule attached hereto as Exhibit "C", in consideration for the license and software support granted herein. This fee shall constitute payment in full for the license and rights herein specified during the term of this Agreement. The on going "license and software support" provides full access to our support department and allows the Licensee to receive all software revisions and updates.

3. **ESCROW OF SOFTWARE SOURCE CODE.** Both parties agree that the source code for any application software provided pursuant to this Agreement, if requested by the Licensee, shall be held by a mutually agreed upon Escrow Agent. Any costs associated with such service shall be the responsibility of the Licensee.

4. **SUPPORT/ MAINTENANCE.** Software support is provided in two ways. Customers can use the Licensor's toll free support line as much as required. A support modem will also be utilized for any corrections that are needed. If there is a software problem that cannot be resolved by the above listed services, Licensor shall make on-site visits to resolve any outstanding problems. Software support will provide the Licensee the right to receive, at no charge, new software releases that may be produced. Such software releases shall include, but are not limited to, all modifications to the existing version of the Software, which increase the speed, efficiency or ease of operation of the Software or add capabilities to or otherwise improve the functions of the Software.

5. **ON-GOING SUPPORT/ MAINTENCE COSTS.** For the period of 4 years, the monthly software support charge, as noted in Exhibit "C", will be fixed. At the end of this four-year period, the Licensee, at its sole discretion, may extend this software support. If the Licensee wishes to continue this software support, the Licensor will not increase this fifth year monthly rate more than 20% and will not increase any subsequent years more than 10% above the prior year's monthly rate.

6. **TERMINATION.** Licensor or Licensee may terminate this Agreement or a particular Supplement upon a breach by the other party of any one or more of the material terms and conditions of the Agreement or a particular Supplement. The party in breach shall receive written notification from the other party of the breach and, unless within thirty (30) days of receipt of said written notification either the breach is cured or a satisfactory resolution has been agreed upon in writing, the party giving such notice may terminate the Agreement. If this Agreement or a particular Supplement is terminated by Licensee based on Licensor's breach, Licensee shall receive a refund of the Application and System software fee as listed in Exhibit "C" prorated based on a four-year useful life of the Software. Such refund shall be due to Licensee within thirty (30) days from the date of termination. Service charges, subject to applicable law, not exceeding one and one-half percent (1 ½%) per month, may be applied to refunds that are past due more than thirty (30) days. Upon termination of this Agreement Licensee will use reasonable efforts to destroy or return to Licensor all production copies of the Software.

7. **UNAUTHORIZED DUPLICATION OF SOFTWARE.** Licensor agrees not to engage in any of the following actions: (i) Licensee's unauthorized duplication of the software or related documentation material; (ii) Licensee's unauthorized use, distribution or disclosure of any trade secrets of Licensor or other confidential materials of Licensor, furnished to the Licensee and clearly identified as such, to third parties without consent of Licensor; (iii) Licensee's use of the software on CPU's not authorized pursuant to Exhibit "B".

8. **TAXES.** Licensing fees set forth herein are exclusive of all sales, use and similar taxes which may be levied as a result of the ownership, lease or use of the software, which taxes shall be the responsibility and obligation of the Licensee. If Licensee is exempt from all or some of said taxes, Licensee shall have the obligation to provide Licensor with a certificate of exemption.

9. **TRAINING.** Licensor will provide an instructor(s) for training to be conducted at Licensee's location, subject to the following:

- a. Licensor shall provide a maximum of 12 person days of training of the systems being licensed.
- b. Licensor will provide appropriate operator manuals for each application system being licensed hereunder.

- c. Licensor will provide on-site training in addition to that training set forth in (a) above, at the request of Licensee, at a rate of \$1,000.00 per day plus expenses.

10. **ACCEPTANCE.** Use of the software being licensed hereunder by Licensee following completion of the training specified in #9 above, shall constitute acceptance by Licensee of said software. Licensor will have an understanding by Licensee (either written or verbal) of the final specifications for the software provided to the Licensee. Licensee shall provide Licensor notice (either written or verbal) that it has the complete understanding of the software products provided.

11. **ADDITIONAL SOFTWARE.** Licensor and Licensee agree that an "addition" shall be defined as additional software for which the need was not specified in Exhibit "A". Licensor agrees that if Licensee requests an addition, Licensee shall have the option of:

- a) Adding the addition to this Agreement without changing the term of the Agreement by factoring in the costs of such additional software over the unexpired term of the Agreement, or
- b) Negotiating a new Agreement term for the additional software. If the additional software is not kept for the agreement periods as so negotiated, Licensee shall pay the full additional software costs factored in over the period of time, which said software was actually used.

Each additional License may be added at a cost of no more than \$4,100 plus \$85 per month in additional license and support.

12. **INDEMNITY.** Licensor, at its own expense, shall defend and hold Licensee fully harmless against any action asserted against Licensee (and specifically including costs and reasonable attorneys' fees associated with any such action) to the extent that it is based on a claim that use of the Software within the scope of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. Licensee shall promptly notify Licensor, in writing, of any such claim. If as a result of any claim of infringement against any patent, copyright, License or other proprietary right of any third party Licensee is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor, at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is commercially practicable, Licensor will discontinue the License granted herein on thirty (30) days' written notice and refund to Licensee the unamortized portion of the Application and System software license fee as stated in Exhibit "C" (based on straight line depreciation calculated on four years, such depreciation to commence on the date of the applicable Supplement.) This Section 12 survives the termination of this Agreement.

13. **LICENSOR'S WARRANTIES.** Licensor hereby warrants and represents to Licensee the following:

- a) Licensor is the owner of the Software or otherwise has the legal right to grant to Licensee the License granted in this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on alleged violation by Licensor of such right.
- b) The Software in its delivered form shall not contain any defects and shall function properly and in conformity with the Licensor's published documentation shipped to Licensee. Licensor shall provide to Licensee without additional charge, all reasonable necessary consultation requested by Licensee in connection with its use and operation of the Software or any problems therewith.

- c) Licensor shall promptly correct any defects or malfunctions in the Software or documentation as delivered to Licensee and shall provide Licensee with corrected copies of same without additional charge. Licensor's obligation hereunder shall not affect any other liability, which it may have to Licensee.
- d) If it is determined, at any time, that the Software, as delivered to the Licensee, does not operate in accordance with the published documentation, Licensor shall use its best efforts to cure the defect. Should Licensor be unable to cure any material defect within a sixty (60) day period of receipt of all reasonably necessary documentation of said defect from Licensee, Licensee, at its sole option, may elect to terminate the License for the defective Software, and receive a refund of the Application and System software fee as noted in Exhibit "C" prorated based on a four year useful life of the Software. Such refund shall be remitted to Licensee, within thirty (30) days from the date of the termination. Service charges, subject to applicable law, not exceeding one and one half percent (1 ½%) per month, may be made on refunds that are past due, beginning on the thirty-first (31 st) day after the date of termination.

14. LIMITATION OF LIABILITY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor will not be liable for any lost profits, or for any claim or demand against the Licensee by any other party, except a claim for patent or copyright infringement as provided herein. No action regardless of form arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

EXCEPT AS PROVIDED IN SECTION 16, LICENSOR NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. CONTINGENCY OF WARRANTY. The warranty provided for above is expressly contingent upon proper use and application of the software in accordance with the user documentation and does not apply if the software is modified or adjusted by anyone other than Licensor's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accidents, neglect or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in Licensee's associated equipment, software, terminals or networks.

16. ANTI-VIRUS/LOCKOUT WARRANTY. Licensor expressly warrants that any Software covered by this Agreement does not or shall not contain any lock, clock, timer, counter, copy protection feature, lockout device, dissolve feature, replication device or defect ("virus" or "worm" as such terms are commonly used in the computer industry), CPU serial number reference, code, error message, or any other device which (i) might lock, disable or erase the Software; (ii) might prevent Licensee from fully using the Software; (iii) might require action or intervention by Licensor or any other person or entity to allow Licensee to use the Software; or (iv) might effect the functionality of the Software in any way.

Licensor warrants that it has specifically and individually informed Licensee in writing of the nature of any such devices and the circumstances and conditions which cause such devices to operate, and Licensor shall (a) prior to delivery of the Software adjust or disable such devices so as to make them inoperable, and (b) advise Licensee of

the adjustments so made. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LICENSOR INSERT, ACTIVATE OR OPERATE ANY DEVICE DESCRIBED IN THIS SECTION, NOR SHALL IT DEACTIVATE OR REPOSSESS THE SOFTWARE BY ELECTRONIC MEANS OR OTHERWISE, IF, IN VIOLATION OF THIS SECTION, A DEVICE DESCRIBED IN THIS SECTION IS SO INSTALLED OR ACTIVATED, NOTWITHSTANDING ANY LIMITATION OF LIABILITY IN THIS AGREEMENT, LICENSEE SHALL BE ENTITLED TO ALL DIRECT AND CONSEQUENTIAL DAMAGES RESULTING THEREFROM.

17. **ASSIGNMENT.** Licensee may not assign or transfer its rights or obligations under this Agreement except in connection with the transfer of substantially all of the assets or equity interest of Licensee without the prior written consent of Licensor. Licensor shall have the right to assign or transfer this Agreement or any of its interest herein (including without limitation rights and duties of performance) to any parent, subsidiary, or affiliate of Licensor or to any entity acquiring controlling equity interest in Licensor or acquiring substantially all of the assets of Licensor relating to the line of business represented by the software.

18. **GENERAL PROVISIONS.**

- a. **Unenforceable Terms.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.
- b. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois. Neither party shall be deemed to be the author of this Agreement.
- c. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of such writing signed by both parties.
- d. **Headings.** The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of this Agreement.
- e. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- f. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.
- g. **Waiver.** No failure of Licensor to exercise any power or right given Licensor hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LICENSOR

COTT SYSTEMS, INC

By: Eric H. Foreman
Eric H. Foreman

Its: Vice-President, Sales

Date: 3/4/02

LICENSEE

COUNTY OF MCLEAN, ILLINOIS

By: Michael F. Sweeney
Michael F. Sweeney, County Board Chairman

Date: 3/19/02

Attest:

Debbie M. Wilson

Attest:

Regina Ann Milton
McLean County Clerk

EXHIBIT "A"

COMPUTER SOFTWARE PROGRAM

1. APPLICATION SOFTWARE

RESOLUTION Suite for Illinois* (5 User License)

*A "user" is defined as a workstation that requires the Resolution client software on the desktop. Note: A workstation needing only the capability of searching and/or retrieving information is not considered a "user".

- Indexing
- Cash Management
- Imaging

2. SYSTEM SOFTWARE PRODUCTS

- Microsoft 2000 SQL Server (Processor)
- MS WWF Server 2000 STD Disk Kit
- Lead Tools Server License
- Lead Tools Client Licenses (5)
- DAEJA VIEWONE
- DAEJA VIEWONE Print Accelerator
- Bar Code Software
- PC Anywhere-Host/Remote
- PC Anywhere-Host (9)

3. SERVICES

- Conversion of existing index database to *RESOLUTION*
- Conversion of existing images to *RESOLUTION*
- Internet Consultation
- Professional Services

* The RESOLUTION suite of products has been designed to meet the requirements in Illinois. Software modifications for specific customers are not offered. However, requests for enhancements from the users of the product will be evaluated on merit. If approved by Cott Systems the enhancements will be provided to all users.

EXHIBIT "B"

LOCATION OF LICENSE USAGE

CPU Type/Serial No.

Location

Database Server Dell Power Edge 6400

Primary Offices of the McLean County
Recorder, Bloomington, Illinois

EXHIBIT "C"

SCHEDULE OF LICENSE AND SOFTWARE SUPPORT PAYMENTS

APPLICATION SOFTWARE **\$ 52,000**

1. *RESOLUTION Suite* for Illinois (5 Users)

SYSTEM SOFTWARE (see Exhibit "A") **\$ 11,486**

Total Software **\$ 63,486**

SOFTWARE LICENSE & SUPPORT **\$ 1,425/mo.**

SOFTWARE TRAINING (on-site, 12 person days) **\$ 12,000**

PROFESSIONAL SERVICES **\$ 11,100**

1. Server staging of OS and Resolution setup/testing at Cott Systems.
 2. Client Workstation staging of OS and Resolution setup/testing at Cott Systems.
 3. Hardware installation and testing services at customer site
 4. Intranet/Internet consultation
-

Total Software & Services **\$ 86,586**

CONVERSION SERVICES **\$ 40,000 (not to exceed)**

1. Conversion of historical index data and images from existing system.
Conversion services will be charged at \$125/hr. but will not exceed \$40,000.

Members Sorensen/Salch moved the County Board approve a Request for Approval of End User Software License and Support Agreement with Cott Systems, Inc. - Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION NO. _____

RESOLUTION evidencing the intention of The County of McLean, Illinois, to issue Single Family Mortgage Revenue Bonds and related matters.

WHEREAS, The County of McLean, Illinois (the "Issuer") is a political subdivision duly organized and validly existing the 1970 Constitution and the laws of the State of Illinois; and

WHEREAS, the availability of decent, safe and sanitary housing that most people can afford is essential to retain and increase industrial and commercial activities and relieve conditions of unemployment in The County of McLean, Illinois; and

WHEREAS, the shortage of decent, safe and sanitary housing that most people can afford is not transitory and self-curing; the cost of financing such housing is a major and substantial factor affecting the supply and cost of decent, safe and sanitary housing built by private enterprise; and the revenue bonds provided for in this resolution will substantially lower the cost of such financing; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly the Local Government Housing Finance Act, Public Act 92-142 (the "Act"), the County Board of the Issuer has the power to issue its revenue bonds to aid in financing the cost of mortgage loans for one to four family residences in The County of McLean, Illinois; and

WHEREAS, it is now considered to be necessary and desirable and in the public interest of the residents of The County of McLean, Illinois, for the Issuer to issue its revenue bonds in an amount not to exceed \$150,000,000, for the purpose of financing mortgage loans to low and moderate income persons for one to four family residences in The County of «McLean», Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 10 of Article VII of the 1970 Constitution of the State of Illinois and 5 *Illinois Compiled Statutes 2000, 220/1 et seq.*, as supplemented and amended (the "Intergovernmental Cooperation Act"), units of government may exercise jointly any power which they could individually exercise;

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

SECTION 1. That, in order to provide decent, safe and sanitary housing that persons of low and moderate income in The County of McLean, Illinois, can afford, with the resulting public benefits expected to flow therefrom, it is deemed necessary and desirable for the Issuer to issue its revenue bonds in an aggregate principal amount not to exceed \$150,000,000 (the "Bonds"), for the purpose of financing mortgage loans to persons of low and moderate income for one to four family residences located in The County of McLean, Illinois.

SECTION 2. That the Issuer will issue the Bonds in an aggregate principal amount not to exceed \$150,000,000 for the aforesaid purposes; that such Bonds shall not constitute an indebtedness, liability, general or moral obligation or a loan of credit of the Issuer, within the meaning of any constitutional or statutory provisions, but will be payable solely from the repayment of the mortgage loans; that neither the faith and credit nor the taxing power of the Issuer will be pledged to the payment of the principal of or interest on the Bonds; and that the Issuer will not have the right or authority to levy taxes to pay the principal of or interest on the Bonds.

SECTION 3. That, pursuant to the Intergovernmental Cooperation Act, the Issuer may choose to issue the Bonds jointly with or on behalf of one or more units of government if the Issuer so determines, or to have the Bonds issued by another unit of government on behalf of the Issuer if the Issuer so determines, such determinations to be made in the best judgment of the County Board Chairman of the Issuer that such a cooperative effort is in the best interests of the Issuer.

SECTION 4. That the Issuer is hereby authorized to apply for a volume cap allocation for calendar year 2002 for the issuance of the Bonds, which volume cap, if granted, will be allocated to the issuance of the Bonds upon the adoption of an ordinance authorizing the issuance of the Bonds.

SECTION 5. That the Issuer hereby agrees to work with Stern Brothers & Co. to underwrite the Bonds and with Chapman and Cutler, as Bond Counsel, in connection with the issuance of the Bonds during calendar year 2002.

SECTION 6. That the County Board Chairman the County Clerk and all other proper officers, officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this resolution, including without limitation to obtain an allocation of unified volume cap.

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

SECTION 8. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this resolution shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this 19th day of March, ~~2001~~ ²⁰⁰².



Chairman

[SEAL]

ATTEST:



Clerk

Members Sorensen/Johnson moved the County Board approve Request for Approval of a Resolution Evidencing the Intention of McLean County to Issue Single Family Mortgage Revenue Bonds and Related Matters - "Assist 2002 First Time Homebuyer Down Payment Assistance Program". Member Sorensen stated this is a 2002 first time homebuyers program to assist with down payments. There is no cost to the County either for administration or for funding. Member Renner stated there was no one present when it was considered by the Finance Committee and the word should be spread. He continued the public should know that there are varying income limits and first time homebuyers are statutorily defined as people who have not owned a house in the last three years. Member Renner indicated the income limits are around \$69,000 for a family of two or less and \$70,000 or more for a larger family, and a first time homebuyer can get up to 4.25% help with down payments as well as the closing costs on a house. Mr. Zeunik stated this is a statewide program and McLean County will be one of the local governments that will be participating in this program along with many other counties and municipalities throughout the State of Illinois. He continued the State of Illinois is actually the issuer of the bonds and McLean County is simply participating. Mr. Zeunik said approximately \$118,000,000 is expected to be issued in 2002 with between four and five million dollars being allocated to McLean County lenders for loans to be made to first time homebuyers in McLean County. Mr. Zeunik further stated because these are tax exempt bonds the rate is a tax exempt rate which allows the lenders to make low interest loans available to first time homebuyers, and if qualified, the program can make up to 4.25% available to the borrower as a gift to assist on down payments, closing costs, or as discount on the interest rate. This is the first time that McLean County can participate and the reason we can participate is there was a change in legislation that was enacted last year that allowed counties like McLean to be a partner with this program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT TO FUND
THE McLEAN, DeWITT AND LIVINGSTON COUNTIES
EDUCATIONAL SERVICE REGION

WHEREAS, the County Boards of McLean, DeWitt and Livingston Counties have enacted joint resolutions incorporating Livingston County in the McLean and DeWitt Counties Educational Service Region in accordance with Section 3A-4 of the Illinois School Code (105 ILCS 5/3A-4).

WHEREAS, Section 3A-7 of the Illinois School Code (105 ILCS 5/3A-7) states that counties pay for the expenses of an Education Service Region in the proportion that the equalized and assessed valuation of the taxable property in the county bears to the total equalized and assessed valuation of all of the property in the region; and

WHEREAS, Article 7, Section 10(a) of the Illinois Constitution expressly permits local governments to enter into agreements to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the parties agree that each county has the power and duty to pay for the expenses of their Educational Service Region under Section 3A-7 of the Illinois School Code and that there are no laws or ordinances which prohibit them from entering into this Intergovernmental Agreement pursuant to the authority provided in the Illinois Constitution; and

WHEREAS, the parties agree that it is in the best interests of the citizens of McLean, DeWitt and Livingston Counties to remain as one Educational Service Region and provide oversight and funding for such Region in accordance with the terms of this agreement, now, therefore,

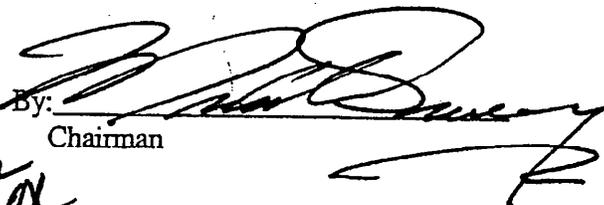
IT IS HEREBY AGREED by and between the County Boards of McLean, DeWitt and Livingston Counties as follows:

1. That the Joint Education Committee of McLean, DeWitt and Livingston Counties shall consist of the following members: three (3) members from McLean County, one (1) member from DeWitt County, and one (1) member from Livingston County.
2. That for the Educational Service Region's 2001-2002 fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
3. That for the Educational Service Region's 2002-2003 fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
4. That this agreement shall terminate December 31, 2003.
5. That this agreement may only be amended by agreement of all of the parties.

6. No waiver or breach of this agreement or any provision hereof shall constitute a waiver of any other or further breach of this agreement or any provision hereof.
7. This agreement is severable, and the invalidity, or unenforceability, of any provision of this agreement, or any party hereof, shall not render the remainder of this agreement invalid or unenforceable.
8. That the Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region entered into on October 5, 2000 will become null and void on December 31, 2001.

This agreement is entered into this _____ day of _____, 2002 by the County Boards of McLean, DeWitt and Livingston Counties.

County of McLean

By: 
Chairman

ATTEST: 
McLean County Clerk

County of DeWitt

By: _____
Chairman

ATTEST: _____
DeWitt County Clerk

County of Livingston

By: _____
Chairman

ATTEST: _____
Livingston County Clerk

Members Sorensen/Arnold moved the County Board approve a Request for Approval of an Intergovernmental Agreement to Fund the McLean, DeWitt, and Livingston Counties Educational Service Region. Member Sorensen stated the Finance Committee regards this as a pretty sweet deal. If you read the agreement it is a 60%/20%/20% split between the three counties and we are at the 60% mark. Member Renner stated that they need to recognize they will not be able to get this sweet deal in perpetuity. Member Sorensen responded that it is a good bet that these will be the last two years at rates like this. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
 Member Sommer, Chairman, presented the following:

CREATIVE SOLUTIONS SOFTWARE ORDER FORM

	Renewable License	Perpetual License	Annual License	Amount
Creative Solutions Accounting™ (CSA) Products				
Write-Up Solution® (Includes 2001 PCS - Note 3)				
Trial Balance Solution™ (TBS)	\$1,800	40% OFF \$2,700		\$ 1,080
Payroll Compliance Solution™ (PCS) (W2, 1099, 940/941 processing)	600	900		
Payroll Solution® (PRS) (must also license PCS)			250	NIC 1/yr
Additional clients (Note 4) \$200 per bundle of 5 clients ___ x \$200 =	1,000	1,500		
CSA Network Module (Note 2) (includes 4 users)				
Additional bundles of 4 users	1,000	1,400		
Add-on Modules to CSA circle choices	___ x 400	600		
2001 SUTA Modules				
Initial state	<div style="border: 1px solid black; padding: 2px;"> *AK AL AR AZ CA CO CT *DC *DE FL GA *HI *ID IL IA IN KS KY LA MA MD *ME MI MN MO MS MT NC *ND NE NH NJ NM NV NY OH OK OR PA RI SC *SD TN TX *UT VA *VT WA WV WI WY * Released during 2001 </div>			
Additional states			125	
PRs Direct Deposit			___ x 50	
PRs Payroll Reporter	200	300		
CheckNow™ (Note 10)	200	300		
Subtotal of Creative Solutions Accounting Products	175	175		\$ 1,080
Client Bookkeeping Solution™ (CBS) (Please use the separate CBS order form.)				
Depreciation Solution®				
Depreciation Solution	\$1,100	\$1,500		\$
Depreciation Solution Network Module (Note 2) (includes 4 users)	200	300		
Additional bundles of 4 users	___ x 200	300		
Subtotal of Depreciation Solution				\$
FileCabinet Solution™				
FileCabinet Solution (includes free Support for 2001)				
FileCabinet Solution Network Module (Note 2) (includes 4 users)			\$250	\$
Additional bundles of 4 users			100	
Subtotal of FileCabinet Solution			___ x 50	\$
Creative Solutions Practice™ (CSP) Products				
Practice Stand-Alone Programs (Note 5)				
Practice Solution™	\$900	\$1,350		\$
Scheduling Solution™	400	600		
CSP/TimeKeeper™	200	300		
Add-on Modules to Practice Solution				
PS/CFE Management™				
PS/Market™	200	300		
PS/Reporter™	200	300		
Bundle (includes all of the above programs)	200	300		
Additional Timekeepers (per group of 5 timekeepers - Note 5)	1,800	2,700		
Practice Solution	# of groups ___ x	400	600	
Scheduling Solution	# of groups ___ x	100	150	
CSP/TimeKeeper	# of groups ___ x	100	150	
CSP Bundle	# of groups ___ x	500	750	
Network Module (Note 2)		600	900	
Subtotal of Creative Solutions Practice Products				\$
Conversion and Additional Software/Services				
Subtotal of Conversion and Additional Software/Services			250	NIC
				\$ Free

1st Year Fees (Note 3);
 Product is purchased annually

IMPORTANT - Please print firm name and firm ID #: 116444 Wilson County, Illinois

CREATIVE SOLUTIONS
 A THOMSON COMPANY

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CREATIVE SOLUTIONS SOFTWARE ORDER FORM

Notes

If you have questions while preparing this order, please call your CSI Account Representative at 800/968-8900. The *Ultra Tax*, *Creative Solutions Accounting (CSA)*, *Depreciation Solution* and *FileCabinet Solution* Network Modules permit up to 4 concurrent users of the licensed product family. Additional bundles of 4 concurrent users can be purchased at an additional cost. The *Creative Solutions Practice (CSP) Network Module* permits the total number of timekeepers authorized with *CSPM* to operate the software concurrently. Please confirm that your firm's Network Software is compatible with CSI products. Networks supported are Windows NT 4.X/2000, Windows 95/98 and Novell. If you wish to operate in a Windows NT Terminal Server/Citrix Metaframe environment, please call your Creative Solutions Account Representative for more information.

Ultra Tax (UT), *FileCabinet*, *PCS* and *SUTA* are annual products that must be purchased each year. Other *CSA*, *CSP* and *Depreciation Solution* products are available in two license types. All of the products within the same product family purchased by the Practice Unit must be the same license type. For both types, the initial License Fee includes all normal updates released during the first twelve (12) months of the license. Thereafter, the licenses are subject to the following fees:

"Renewable License" - an Annual License Fee of 20% of the then-current list price of the individually licensed products. The annual license fee includes continued usage of the software, normal updates, and eligibility to receive Telephone support as defined in the Software License Agreement for an additional twelve-month period.

Perpetual License - an Annual Product Maintenance Fee 17.5% of the then-current list price of the individually licensed products. The annual product maintenance fee includes normal updates and eligibility to receive Telephone support as defined in the Software License Agreement for an additional twelve-month period.

either of these annual fees are not paid, reinstatement may be approved by CSI if all lapsed fees are paid in full. The base license for *Payroll Solution for Windows* includes 5 clients. Additional clients are available for \$200 per bundle. A client is defined as an active client for whom you calculate payroll in these products. For 100 or more clients, call for special pricing.

The base license for *Practice* stand-alone programs includes 5 timekeepers. Additional timekeepers are available in groups of 5 timekeepers. A timekeeper is an active employee for whom you record transactions in these products. The number of licensed timekeepers must be the same for all stand-alone programs.

Per-Return-Pricing (PRP) licenses are available for all UT Federal and State products if you own at least one full UT Federal license, the *Write-Up Solution*, or *Depreciation Solution*. PRP fees for UT/1040 are \$15/Federal return and State return; all other UT products are \$25/Federal return, 1/2 State return, except 1120 Consolidated return which is 1/3 per return. All state and local products are included on CD-ROM and can be accessed on a PRP basis as needed. Access to Federal products requires a \$150 Federal PRP license fee.

Electronic filing per-return option requires additional per-return fees. Transmission fees for 1040 are \$2.00 per federal return and \$1.00 per state return and for 1065 are \$5.00 per federal return.

24-hour paid support applies as defined in the Software License Agreement, telephone support is currently available at \$100 per hour and is billed in 10-minute increments. This rate is subject to change. Support contracts are available for all CSI products. Please contact a Customer Service Representative for details.

Prices for products and services are subject to change. CSI reserves the right to suspend support and update services for any user who violates the terms of the Software License Agreement.

Products will be shipped on CD-ROM.

Please indicate your network environment:

- Windows NT 4.x/2000 Novell Windows 95/98

Note: Windows NT Terminal Server/Citrix Metaframe requires a separate order form.

Payment Information

Subtotals from Page 1:

Federal and Other Tax Products	_____	A
State & Local Tax Products	_____	B
UltraTax Planner Products	_____	C

Subtotals from Page 2:

Accounting Products	1,080	D
Depreciation Solution Products	_____	E
FileCabinet Solution Products	_____	F
Practice Products	_____	G
Conversion and Additional Software/Services	_____	H
Other: <u>DOS updates thru 2002</u>	FREE	
<u>60 days of support</u>	FREE	

Total Value of all Items \$ 1,080

Special Shipping Charge \$ FREE

Sales tax rate Exempt Sales Tax** NIC

Total Amount Due*** \$ 1,080

* The following states must include tax on shipping:
AL, AR, CA, CO, CT, DC, FL, GA, HI, IN, IA, KS, KY, MD, MI, MN, MS, ND, NE, NM, NV, NY, OH, OK, PA, RI, SC, SD, TX, UT, VA, VT, WA, WI, WV

** The following states are exempt from sales tax for new software purchases:
AK, CO, DE, MT, NH, NJ, OR

*** A \$25 fee will be assessed on all NSF checks returned to CSI.

- Check MasterCard Visa Amex Discover

Card Number: _____ Exp. Date: _____

Card Issued to: _____

Signature: _____

Card Holder Address: _____

City/State/Zip: _____

Licensee Information

This software is for the exclusive use of licensee's practice unit only. Purchase is subject to all license terms on the separate Software License Agreement. This order is effective only when accepted by Creative Solutions in Dexter, Michigan. Please sign below and the accompanying license agreement. Please enclose payment with your order.

Licensee: Chandra K Parker

Signature by: Officer, Principal or Partner

Printed Name: (Mr) Ms. Sandra Parker

Date: _____

Firm/Practice: McLean County, Illinois

Street: 104 W Front St

City/State: Bloomington, IL 61701-5005

Telephone: (____) _____ Fax: (____) _____

*Information on these lines will print exactly as shown in the paid preparer block on all federal tax returns.

Please mail or fax Order Form & signed Software License Agreement with payment to:

CREATIVE SOLUTIONS

A THOMSON COMPANY

7322 Newman Boulevard
Dexter, MI 48130

T: 800/968-8900

Thank you for your order.

CREATIVE SOLUTIONS
SOFTWARE LICENSE AGREEMENT

Single-Location License Granted

As the person signing this license form, you are the Licensee of the Designated Software Products ("Software Products") on behalf of one legally-constituted proprietorship, partnership or corporation listed below (the "Practice Unit"). Upon acceptance of this signed license agreement, Creative Solutions ("CSI") grants to you a non-exclusive License to use and access those Software Products on multiple computers within that Practice Unit at a single location. Unless you purchase the applicable network module, this License allows use of the Software Products on stand-alone computers only (a "non-network" version).

Accounting/Depreciation/Practice: These products may print the name of your Practice Unit on applicable reports.

Tax: These products will print the name and full address of your Practice Unit on the preparer block of each tax return. Alternate Preparer Blocks are available for purchase, including a Per Return Pricing (PRP) option, for all federal entity tax software products.

Software License Expiration

For software licenses financed by CSI, or software requiring an annual renewable license fee, you acknowledge that in the event of non-payment or breach of terms of the Agreement which is not cured within 10 days, the license will expire and the Software Products will be automatically deactivated.

Business Purpose

You acknowledge that the Software Products are being licensed for business use and purposes only.

Dissolution of Practice Unit

If you leave the Practice Unit, or the Practice Unit dissolves or changes its legal composition, CSI will regard you as the sole Licensee and authorized custodian of the Software Products for purposes of receiving telephone support and software updates. You agree that you will not permit others, including members of your former Practice Unit, to retain copies of the Software Products. To transfer your License or to obtain additional licenses, please contact the CSI Licensing Coordinator.

Telephone Support & Guarantee

Telephone support is available by telephone as indicated below by product. Where paid support applies, it is calculated in 10-minute increments.

Accounting/Depreciation/Practice: The initial license fee for these products includes a 60-day money back guarantee from the date of purchase. The initial license fee also includes 60 days of free telephone support. Free telephone support does not apply to purchases of network modules or CSP and CSA add-on modules when purchased subsequent to the initial purchase.

Tax products: The annual license fee for tax products includes a money back guarantee of 30 days from the date of the initial delivery of each product. For any tax products that are returned, there will be an administrative fee of \$250 deducted from the total refund. The annual license fee for Tax products also includes free telephone support until the following year's product is released.

Network Installation & Support

To assure successful installation of Network Software Products, you will provide a qualified network installer to install and configure network hardware and software per the applicable CSI installation instructions. You will provide a qualified person to handle all network administration functions including, but not limited to, handling new user accounts and workstations, network passwords and file-sharing status, hardware, and printers. CSI will only provide telephone support for Network Software Products installed on local area and server-based networks which incorporate hardware and network operating software officially supported by CSI.

Future Versions

Accounting/Depreciation/Practice: The initial license fee for these products includes all enhancements or modifications to a Software Product ("normal updates") released during the first twelve (12) months of

the license. Thereafter, any normal updates will be made available to you based on payment of either (1) the annual license fee for software requiring an annual renewable license fee or (2) the annual product maintenance fee for perpetually licensed software, whichever applies. From the time an enhanced version of a Software Product is publicly released, CSI warrants that telephone support will be available for the superseded version for at least 12 months.

Tax, PCS, FCS, SUTA products: Each year's Software Products will be considered new Software Products and are subject to an annual license fee. Any enhancements or modifications to a Software Product are included in the annual license fee.

Professional Responsibility

You are solely responsible for the accuracy of all financial reports and tax returns produced by the Software Products. Using CSI Software Products does not relieve you of any professional obligations concerning preparation and review of financial reports and tax returns.

Your Promises

You acknowledge that the Software Products are proprietary to CSI and have been developed as trade secrets at CSI's expense. You agree that you will hold and use the Software Products in the same manner as you deal with your own confidential proprietary information and trade secrets. You will not assign, resell, divulge, nor permit any of your employees, agents or representatives to assign, resell, or divulge the programs or the technology embodied in the Software Products.

Warranty, Disclaimer & Liability

CSI warrants that each Software Product, when correctly installed on a type of hardware and/or LAN and operating environment supported by CSI, will perform as described in its current operator's manual.

CSI makes no other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. CSI will at its option, and as your exclusive remedy, repair, replace, or refund the license fees for any Software Product not meeting this warranty. You agree that the total cumulative liability of CSI for all claims related to this Agreement and each Software Product including any claims in warranty, contract, negligence, strict liability or otherwise shall not exceed the total amount of the license fees for such Software Product. Damages not to exceed this amount are your sole and exclusive alternative remedy in the event any other remedy fails of its essential purpose. CSI shall not in any event be liable for any incidental, special or consequential damages that may result to you or others through use of a Software Product.

Termination & General

This License shall terminate in the event of material breach, including your failure to timely pay any sums when due, unless cured within 10 days of notice of breach or nonpayment, provided that this License shall automatically terminate without notice upon the breach of confidentiality obligations or proprietary rights. Any required notice by CSI shall be deemed properly given when sent by CSI by tax or first class mail to the address or fax number set forth below or subsequently provided to CSI in writing. Upon termination, you are obligated to delete all electronic copies and return all physical copies of the Software Product to CSI, together with all copies of related manuals. You agree that injunctive relief is an appropriate remedy to prevent any threatened violation of confidentiality or proprietary rights. All claims by you against CSI related to this License or Software Products shall be brought and maintained exclusively in courts located in Michigan whose internal laws shall apply to this License and your claims.

Licensee Signature: Sandra K Parker

Date: 3/18/02 Firm ID #: _____

Printed Name: Ms. Sandra Parker
Address: McLean County, Illinois
104 W Front St
Telephone: Bloomington, IL 61701-5005

ASI 116449

Mail address: _____

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CREATIVE SOLUTIONS

A THOMSON COMPANY

Now is the Best Time to Move to Write-Up Solution® (Windows®)

Our Best Offer Expires November 30, 2001

October 19, 2001

Dear *Write-Up Solution II* User:

Now well into its third year, the Windows version of *Write-Up Solution (WSW)* has become the clear market leader for write-up software, both in the number of users and in functional capabilities. Since it was released in 1999,

- More than 11,000 users have moved to *WSW*;
- Hundreds of improvements and enhancements have been made to the product;
- We have maintained the special pricing options for *WS2* users; and
- Transition services have continuously improved to help ease the move to *WSW*.

With Microsoft® discontinuing their support of the DOS operating system, and the future of all DOS applications becoming more questionable, the transition of *WS2* users to *WSW* has been increasing over the past few months. With that in mind, we want to give you an update on the *WS2* to *WSW* transition and a final opportunity to get *WSW* at the absolute best price we will offer.

Write-Up Solution (Windows) is Market Proven—Now in its Third Year

Since its introduction in July 1999, more than 11,000 firms have selected the Windows version of *Write-Up Solution*. Over the first two years we have received excellent feedback from thousands of *WSW* users—through surveys, focus groups, site visits, and support calls. We have used this feedback to help us enhance and improve the system to the point where we can unequivocally state that *WSW* is the most productive write-up system ever designed. Today, more accounting firms are using *WSW* than any other write-up program, including *WS2*.

"[*Write-Up Solution*] steals the show in write-up software. It is well designed and provides enough features to satisfy the most demanding write-up needs."

The CPA Software News, October 2001

If it has been a while since you looked at *WSW*, you owe it to yourself to take another look at the significantly enhanced system. We have enclosed a sheet detailing just some of the enhancements that have been made to *WSW*.

DOS and *WS2* are Nearing the End

With a brief look at the current environment, you will realize that the days of DOS applications, including *WS2*, are nearing the end. Consider the following:

- Each new Windows operating system is becoming more and more DOS unfriendly. You may already be experiencing problems running DOS software on newly purchased computer hardware.
- Microsoft will no longer support DOS as of December 31, 2001. (for more information on this topic, visit www.microsoft.com/windows/lifecycle.asp)
- The majority of *WS2* users have already moved to Windows and the number of *WS2* users is declining every day.

When you consider the impact of all the above, we are sure that you will agree that *WS2* (DOS) and all DOS applications are quickly coming to an end.

"I know I am much more productive with *Write-Up Solution (Windows)* and the work is done much quicker and better than it ever was in DOS."

Rod Clarida, Rod Clarida, CPA Inc.
Brea, CA

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We are Committed to Updating Write-Up Solution II Through 2002

Even with the aforementioned trends, want to assure you that we are committed to providing a 2002 year-end update for Write-Up Solution II (DOS) and will continue to support WSW through 2002 year-end processing. However, we cannot commit to supporting WSW beyond 2002. We will revisit this issue following the upcoming tax season and keep you informed.

Write-Up Solution (Windows) has Many Features Not Available in DOS

WSW is designed to take full advantage of advanced 32-bit Windows technology. This technology enables us to include many features in WSW that were simply not possible in DOS. There are many benefits former WSW users have told us they like about WSW, including the ability to:

- Create temporary journal entries to convert a cash-basis client to accrual basis—and vice versa—so you don't have to maintain two sets of files for the same client
- Store 10 years of history for general ledger balances and transactions in active status
- Edit prior-year payroll periods
- Ability to drill down in financial statements to review details of specific line items
- Customize the data-entry screen to your own preferred sequence to match the order of information in your source documents
- Prepare cashflow statements without having to maintain separate acquisition and disposal accounts
- Create custom statements and reports and print color graphs with ease
- Import data from Quickbooks Pro*, Paychex General Ledger Reporting Service*, Peachtree* (available in December 2001), and other applications with Client Bookkeeping Solution (CBS)
- Streamline state unemployment reporting with SUTA capabilities for all states (available December 2001)
- Seamlessly integrate with FileCabinet Solution, allowing you to begin to implement the paperless office—create and store electronic copies of your Write-Up Solution client documents, reports, and financials for easy retrieval and email, and make automatic data back-ups of your files

Please see the enclosed sheet detailing all the features you will receive with WSW that are not available in WSW (DOS).

"Financial statements are so much easier to set up in Windows than DOS—there's no comparison."

Jerry Kosbab, CPA, J.L. Kosbab CO
Zimmerman, MN

The Best Price for Write-Up Solution (Windows) Expires November 30, 2001

As a perpetually licensed Write-Up Solution II user, you can purchase WSW at 60% OFF the retail price. This is the same pricing we have offered to you since July 1999. But after more than two years, this offer will expire at the end of November 2001. Beginning in December 2001, the discount will be only 50% off the retail price. That means that to get the best price to move to WSW, you must move before the end of November, 2001.

WSW SPECIAL OFFER for Current* Perpetually Licensed WSW Users:

	Retail Price	Special Price for WSW Users
• WSW—60% Discount	\$2,700	40% OFF \$1,080
• 2001 Payroll Compliance Solution	4800	FREE
• 2002 Payroll Compliance Solution	\$250	FREE
• WSW to WSW Electronic Data Conversion Program	\$250	FREE
• WSW to WSW Translator	—	FREE
• WSW Interactive Training Program	\$250	FREE
TOTAL PRICE	\$3,450	\$1,080

Minimum Savings for WSW Users . . . \$2,370!

WSW network users will also receive similar discounts on network capability.

* Non-current users—please contact a Sales Representative for special pricing.

Get the 2001 and 2002 *WS2* Year-End Updates for FREE—Save Another \$500 or More

In addition to the specially discounted price, with your purchase of *WSW*, you will also receive the 2001 AND the 2002 (if needed) *WS2* year-end updates, and the 2001 and 2002 *940/941 Solution* for FREE! That's a savings of \$500 or more, in addition to the 60% off savings on *WSW*. Very clearly, this is your best price to purchase *WSW*.

Purchase *Write-Up Solution (Windows)* Now—Implement After Tax Season

We understand some of you may want to wait until after tax season to begin your transition to *WSW*. So we are providing you with the opportunity to purchase *WSW* now, and defer your 60 days free support to begin May 1, 2002. You can lock in the best price for *WSW*, receive your year-end update for *WS2* for FREE, and still wait until after tax season to implement the program. We will immediately ship you the program so that you can begin to learn it, perhaps convert a few clients, or just set-up your new clients in *Windows*. Or, you can choose to defer your 60 days free support until May 1, 2002, when you start your transition to *Windows*.

You Can Reserve *Write-Up Solution (Windows)* at the Best Price for \$500 Down

If you prefer, you can lock in the best price for *WSW* for just \$500 down. We will send you the 2001 year-end update for *WS2* for FREE. After tax season, we will bill you for your remaining balance for *WSW*. Upon payment of your balance, we will send your *Write-Up Solution* software. (Note: if for any reason you choose not to purchase *WSW* in the spring, we will refund your deposit net of your 2001 year-end update fees.)

Our Transition Tools Make Moving to *Write-Up Solution (Windows)* as Smooth as Possible

We have designed a variety of transition tools to make your transition to *WSW* as smooth as possible. Here are just some of these tools:

- **Electronic Data Conversion Program**—We will send you a conversion program so you can easily convert your *WS2* client data to *WSW*. Converted information includes:
 - Chart of Accounts
 - Current Year Transactions
 - Automatic Journal Entries
 - Account Groups
 - Tax Line Grouping Numbers
 - Vendors
 - Payroll Departments
 - Current Quarter and YTD Employee Balances
 - Employee Demographic Information
 - Four (4) Years of Prior GL Balances
- **Electronic Tutorial**—This multi-media demonstration will introduce you and your staff to the basic operation of *WSW*. It takes less than an hour and is an excellent tool for first-time users.
- **Computer-Based Interactive Training Program**—A comprehensive, hands-on training system, this self-paced tool provides basic instruction on the operation of *WSW*. Upon completion, one user may qualify for four (4) hours of CPE. This is an excellent tool for training your entire staff, and is available for future reference or training of new employees in the future. This training program has a retail value of \$250.
- ***WS2* to *WSW* Translator**—This multi-media tool translates commands for common tasks you perform in *WS2* into commands for performing them in *WSW*. It shows you both the *WS2* and *WSW* screens for the same command for easy comparison.
- **Steps to Success Guide**—An eight (8) page step-by-step guide to ensure a successful transition from *WS2* to *WSW*. This guide was written based on the experience of thousands of *WS2* users who have already made a successful transition to *WSW*.

"As we made the transition from *WS2*, we found *Write-Up Solution (Windows)* to be very easy to learn and use."

Bart Marcum, CPA
Birmingham, AL

Don't Miss Out—Don't Get Left Behind

The days of DOS applications are nearing an end. Most WSP users have already moved to WSW. It's time to begin your transition to the next-generation WSW program. If you think you will ever make the move to Windows, now is the best time. Here's why:

- **The Best Price Expires November 30, 2001**—You can receive a 60% discount off WSW now, but if you wait the discount will drop to 50%.
- **Receive the 2001 and 2002 Year-End Updates FREE**—We will even include the Write-Up Solution for both years, and any SUTA programs you purchase in Windows (if available in DOS). That's an additional savings of \$800 or more! Why pay to update your WSP software now, and then pay a higher price to purchase WSW next year, when you can get a bigger discount and the year-end updates for FREE?
- **Implement Immediately or After Tax Season**—If you prefer, you can purchase WSW now, but defer your 60 days FREE support to begin May 1, 2002. You will get all the benefits of the best price and the FREE WSP updates, and still wait until after tax season to implement WSW.
- **\$500 Locks in the Best Price**—Still undecided? Well, you can lock-in all the above benefits for just \$500 down. Get the best price and the FREE updates, pay the balance and implement after tax season.

"[Write-Up Solution] Windows runs circles around DOS, we love it!"

Charles Zalonka, Zalonka CPA, Inc.
Bethany, OK

Is There Anything Else We Can Do To Help?

We have tried to make it as easy as possible for you to make the decision to move to WSW now. If there is anything else we can do, please indicate on the enclosed fax-back form, or call a Creative Solutions Account Representative at (800) 968-8900.

We look forward to serving your write-up software needs for many years to come.

Sincerely,



David Pollak
Vice President, Sales

P.S. Don't miss out on the Best Prices Ever for WSW. Purchase, or lock in the best price now. Get your WSP updates for 2001 and 2002 FREE! And you have the choice to implement WSW now or after tax season!

"Write-Up Solution sets the standard for all other write-up software."

The CPA Software News, September 2000

Members Sommer/Johnson moved the County Board approve a Request for Approval of a Contract with Creative Solutions for Software Upgrade - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PROJECT / ACCEPTANCE / AGREEMENT

BETWEEN

MCLEAN COUNTY OFFICE OF SANDRA PARKER CIRCUIT CLERK

BLOOMINGTON, ILLINOIS

and

MSCI/LASON SYSTEM INC.

2405 GE ROAD

BLOOMINGTON, IL 61704

This project agreement is made effective on February 1st, 2002 between the County of McLean Office of the Circuit Clerk and MSCI/Lason System Inc.

This project sets forth terms and conditions for microfilming the McLean County Circuit Court Records in accordance with price schedule below:

PRICE SCHEDULE

MSCI / Lason System Inc. Price Schedule
FOR: MCLEAN COUNTY
OFFICE OF THE CIRCUIT CLERK SANDRA PARKER
February 1, 2002

ALL MICROFILMING SERVICES INCLUDE:

1. Microfilming of documents using a high quality microfilmer, Kodak microfilm, and MSCI's Kodak monitored processing service to provide McLean County a No Charge Disaster Recovery Insurance Policy.
2. 100% inspection of each roll.
3. Labeling of each roll of Kodak Microfilm.

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4. In case of emergency and McLean County would need a particular file that MSCI has for filming, MSCI has the capability of faxing the information to you. *

Microfilming Records:

Regular Size Documents (two level filming)

Microfilming on 16mm x 215' Kodak Imagelink Microfilm duplex at 40x reduction ratio utilizing a High Quality Kodak Microfilmer.....\$ 27.00 per 1,000 images

Index Books (larger than 11" Wide X 14" Wide Documents)

Microfilming on 35mm x 100' Kodak Imagelink Microfilm simplex utilizing a Kodak MRD 2 Camera.....\$ 0.15 per image (page)

Labor required to prepare documents (*removing staples, rubber bands, taping torn edges, etc.*) will be assessed at the rate of \$ 13.00 per hour.

Delivery / Pickup per trip..... \$ 10.00 for up to 5 standard boxes
(1.2 cube 15' x 10' x 12',
1.3 or 2 - 2' bankers boxes)

Additional 1.2 cube box.....\$ 1.00 each

Additional 2' banker box.....\$ 2.00 each

Additional Service:

Type A 16mm Magazine.....\$ 0.80 each

Producing a 16mm x 215' Silver Security Copy.....\$ 19.50 each

Producing a 35mm x 100' Silver Security Copy.....\$ 19.50 each

* Pulling and Faxing Documents if needed\$ 1.00 per page

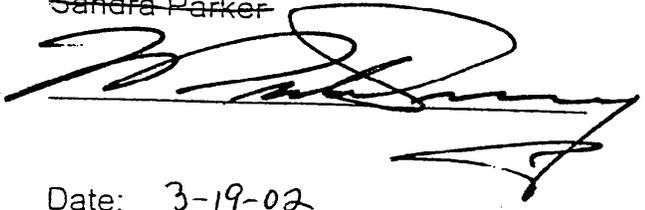
* Search Time Cost.....\$ 15.00 per hour

(Minimum Faxing cost of \$3.00)

(Search Time is prorated for actual minutes needed per search)

All pricing will be held firm through December 31, 2002

McLean County
Sandra Parker



Date: 3-19-02

MSCI/Lason System Inc.
Julie Essig

Date: _____

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PROPOSAL

TO:

Sandra Parker

MCLEAN COUNTY CIRCUIT CLERKS OFFICE

104 W Front Street
Bloomington, IL 61701
309-888-5301
309-888-5209

FROM:

John Lancaster
Account Manager

MSCI / LASON, Inc.
Reseller "Eastman Kodak Company"
2405 G.E. Road
Bloomington, Illinois 61704
Phone: (309) 663-6446
Fax: (309) 663-4748

RE:

DOCUMENT MANAGEMENT SOLUTION

DATE:

January 30, 2002

Chicago Facility
161 Tower Drive, Unit A
Burr Ridge, IL 60527-5776
Phone 630.654.2393

Bloomington Facility
2405 G.E. Road
Bloomington, IL 61702-1087
Phone 309.663.6446



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Rantoul Facility
1000 South Perimeter Road
Rantoul, IL 61866-3539
Phone 217.393.1515

St. Louis Facility
11314 Borman Drive
St. Louis, MO 63146-1197
Phone 314.993.1337

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INTRODUCTION

MSCI / LASON, INC.
2405 G.E. Road
Bloomington, Illinois 61704

Phone: (309) 663-6446
FAX: (309) 663-4748

Patrick Essig, Vice President/Marketing
Julie Essig, Vice President/Operations

IN DOCUMENT MANAGEMENT BUSINESS FOR 20 YEARS

EASTMAN KODAK COMPANY RELATIONSHIPS

Authorized Reseller:

Microfilms, CD, Optical Discs, Supplies & Chemicals

Authorized Equipment Reseller:

Scanners, Microfilmers, Reader-Printers, & Indexing Systems

Monitored Imageguard Processing Labs

Full Service Document Conversion Facilities
Utilizing Kodak Microfilmers, Microfilms and Processing Chemicals

Two Other 24 Hour Facilities

Burr Ridge, Illinois
St. Louis, Missouri

180 + Employees - Full and Part-Time

Customer Base:

Servicing over 4,000 Accounts
Illinois, Indiana, Kentucky,
Michigan, Missouri

INVITED TO VISIT OUR FACILITY

MSCI, INC / LASON OVERVIEW

- I. **MICROFILM / SUPPLIES** MSCI, INC / LASON has been chosen as an authorized distributor and supplier of Kodak micrographics products. MSCI, INC / LASON maintains an ample inventory of microfilm and supplies for emergency, as well as, normal shipments.

Kodak assures disaster services should you need them. If your microfilm is contaminated by water due to fire, flood, natural disasters, or smoke, Kodak will wash, dry, respool, and rebox the microfilm at no charge.

- II. **PROCESSING** MSCI, INC / LASON is a member of Eastman Kodak's Microfilm Processing Program. This is not a free service that any microfilm processing establishment can offer you. We buy the program from Eastman Kodak as an extra step in our efforts to provide quality work. To maintain our membership, we must meet Kodak's criteria of quality in the following areas:

Daily Wejex Tests: At least twice daily, we run this exposure test to maintain uniform density. Our control strips are sent to the Kodak lab monthly for monitoring.

Daily Methylene Blue Tests: This test is completed daily to insure that enough thiosulphate is removed in the wash step. This insures all microfilm we process meets archival quality standards.

- III. **EQUIPMENT** MSCI, INC / LASON has been chosen by Kodak as an authorized broker of Kodak Micrographics Equipment. Service is provided by Kodak's professionally trained Equipment Service Representatives.

- IV. **SERVICE BUREAU** MSCI, INC / LASON uses exclusively Kodak microfilming equipment, microfilm, and chemicals in the filming of your records. This assures maximum clarity, readability, and security features.

All filming is done in an exceptionally clean environment. No smoking is allowed in our facility. The readability of your microfilm is not impaired by soil or smoke film.

Each roll that we film is inspected 100% to assure that no overlaps or edges turned have occurred. If they have occurred, MSCI, INC / LASON will refile these at no charge to you.

Free estimates, pick-ups, delivery or destruction of originals per your instructions.

MSCI Provides Complete Solutions For Document Conversion Projects

1. **MSCI's Extensive Computerized Courier Department Of 50+ Couriers Provides Complete Accountability In The Transportation Of Your Records.**

MSCI owns and maintains an extensive courier fleet, and tracks all pick-ups and deliveries using custom software which we developed. Our customers sign for all deliveries. This provides total accountability for the safety and security of your records, and eliminates any finger pointing should a question arise about the location of a particular box of records.

2. **Document Preparation Is Thorough.**

Prior to microfilming, documents must be prepared for filming. Staples, paper clips, and rubber bands removed, torn items taped, headings placed in the proper direction, targets and or patches inserted if applicable, and sometimes sorting completed. If this function is completed by the customer, MSCI will provide the standards required to meet our filming specifications. Generally, MSCI performs this function and assesses costs on an hourly basis.

3. **MSCI Provides Quality Microfilm With Uniform Density And High Resolution.**

Because MSCI uses top of the line micrographic equipment, films your documents on Kodak film, and subscribes to Kodak's Imageguard Processing Program, you receive film which is readable, retrievable and reproducible.

4. **MSCI's Maintains An Exceptionally Clean , Well Organized And Secure Facility To Safeguard Your Records. All MSCI Employees Sign A Confidentiality Agreement At The Time Of Their Employment.**

We welcome you to tour our facility! Food and beverages are limited to the MSCI break room to eliminate the possibility of damage to documents or equipment. Each MSCI employee who works on your records, whether it be as a document prepper, microfilm technician, or QC specialist, will sign the carton to denote not only that the function is complete, but to provide an audit trail and accountability. Employees in our regional conversion center scan in and out of the facility using a security badge which is keyed to unlock the door only during their scheduled working hours. Surveillance cameras provide additional security.

5. MSCI Offers Varying Levels Of Quality Control To Provide Our Customers The Ability To Choose The Option Which Makes Sense Economically For Each Application.

Option 1: 100% inspection. All detected major and minor errors refilmed.
Final Quality level falls in the range of 99.5% - 100% accuracy.

Option 2: 100% inspection. All detected major errors and jams corrected.
Final Quality level falls in the range of 98.5% - 100% accuracy.

Option 3: Double view. This means completing Option 1 a second time.
Final quality level falls in the range of 99.8% - 100% accuracy.

6. MSCI Will Microfilm And Index Your Records In The Format You Require.

MSCI provides a free film test on all new applications to verify that we are all in agreement as to the specifics of the filming and indexing formats. We have an in-house data entry department, and also have off shore partners to perform sizable data entry projects very competitively. We encourage all customers to utilize MSCI's ability to make a duplicate roll, duplicate jacket or duplicate aperture card to store in our Rantoul facility as a security copy.

7. Because MSCI Uses Kodak Microfilm, You Receive Kodak's Disaster Recovery Program At No Charge.

Should your microfilm become water damaged from flooding, fire, broken water pipes etc....call MSCI and we will initiate your disaster recovery process with Kodak. You will be instructed how to pack, protect and ship your rolls to Kodak's disaster recovery lab. When Kodak receives your film, they will rewash, redry and rebox your film. The damaged carton will be returned with the new carton so that you can transfer the label information. This free service is like getting a free insurance policy.

8. MSCI Will Destroy Your Documents Upon Receipt Of An Authorized Signature.

Unless arrangements are made to automatically return your documents upon completion of the conversion project, a destruction letter will accompany your rolls. MSCI provides 60 days of free storage to allow time for you to inspect your film. At any time during this 60 day window, you may sign and return the destruction letter authorizing MSCI to destroy your records. If we do not receive your destruction letter during this time frame, we will call you to let you know that storage fees and storage related fees will be assessed. This provides you the opportunity to authorize storage, or to request that MSCI return your documents.

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**MSCI / Lason SOLUTION QUOTATION
FOR: MCLEAN COUNTY CIRCUIT CLERKS OFFICE
January 30, 2001**

ALL MICROFILMING SERVICES INCLUDE:

1. Microfilming of documents using a high quality microfilmer, Kodak microfilm, and MSCI's Kodak monitored processing service to provide McLean County Circuit Clerks Office a No Charge Disaster Recovery Insurance Policy.
2. 100% inspection of each roll.
3. Labeling of each roll of Kodak Microfilm.
4. In case of emergency and McLean County Circuit Clerks Office would need a particular file that MSCI has for filming, MSCI has the capability of faxing the information to you. *

Microfilming Records:

Regular Size Documents (two level filming)

Microfilming on 16mm x 215' Kodak Imagelink Microfilm at 40x reduction ratio utilizing a High Quality Kodak Microfilmer.....\$ 27.00 per 1,000 images

Index Books (larger than 11" Wide X 14" Wide Documents)

Microfilming on 35mm x 100' Kodak Imagelink Microfilm utilizing a Kodak MRD 2 Camera.....\$.15 per image (page)

Labor required to prepare documents (*removing staples, rubber bands, taping torn edges, etc.*) will be assessed at the rate of \$ 13.00 per hour.

Delivery / Pickup per trip.....\$ 10.00 for up to 5 standard boxes
(1.2 cube 15' x 10' x 12',
1.3 or 2 - 2' bankers boxes)

Additional 1.2 cube box.....\$ 1.00 each

Additional 2' banker box\$ 2.00 each

Additional Service:

Type A 16mm Magazine.....\$ 0.80 each

Producing a 16mm x 215' Silver Security Copy.....\$ 19.50 each

Producing a 35mm x 100' Silver Security Copy.....\$ 19.50 each

* Pulling and Faxing Documents if needed\$ 1.00 per page

* Search Time Cost.....~~1.29~~.....\$ 15.00 per hour

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1993-1994 MR Case Files
 (329 cases)

ASSUMPTIONS:

- 65 total file inches
- 175 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\begin{array}{r} \underline{65''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{\$27.00} \\ \text{per 1000} \end{array} = \$ 307.13$$

Document Preparation Cost Estimate

$$\begin{array}{r} \underline{65''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{\text{per 1 hr}} \\ \underline{400} \end{array} \times \begin{array}{r} \underline{\$13.00} \\ \text{cost per hr} \end{array} = \$ 369.69$$

Duplicate Cost Estimate

$$\begin{array}{r} \underline{65''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ dup}} \\ \underline{4500 \text{ images}} \end{array} \times \begin{array}{r} \underline{\$19.50} \\ \text{1 dup roll} \end{array} = \$ 49.29$$

Type A Magazine Cost Estimate

$$\begin{array}{r} \underline{65''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ mag}} \\ \underline{4500 \text{ images}} \end{array} \times \begin{array}{r} \underline{\$0.80} \\ \text{1 magazine} \end{array} = \underline{\underline{\$ 2.02}}$$

TOTAL ESTIMATE: \$ 728.13

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1993-1994 DUI Case Files

ASSUMPTIONS:

- 414 total file inches
- 175 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\frac{414''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{\$27.00}{\text{per 1000}} = \$1,956.15$$

Document Preparation Cost Estimate

$$\frac{414''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{\text{per 1 hr}}{400} \times \frac{\$13.00}{\text{cost per hr}} = \$2,354.63$$

Duplicate Cost Estimate

$$\frac{414''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ dup}}{4500 \text{ images}} \times \frac{\$19.50}{1 \text{ dup roll}} = \$313.95$$

Type A Magazine Cost Estimate

$$\frac{414''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ mag}}{4500 \text{ images}} \times \frac{\$.80}{1 \text{ magazine}} = \$12.88$$

TOTAL ESTIMATE: \$4,637.61

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1993-1994 LM Case Files
 (1,510 case files)

ASSUMPTIONS:

- 286 total file inches
- 175 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\begin{array}{r} \underline{286''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{\$27.00} \\ \text{per 1000} \end{array} = \$1,351.35$$

Document Preparation Cost Estimate

$$\begin{array}{r} \underline{286''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \text{per 1 hr} \\ \underline{400} \end{array} \times \begin{array}{r} \underline{\$13.00} \\ \text{cost per hr} \end{array} = \$1,626.63$$

Duplicate Cost Estimate

$$\begin{array}{r} \underline{286''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ dup}} \\ \text{4500 images} \end{array} \times \begin{array}{r} \underline{\$19.50} \\ \text{1 dup roll} \end{array} = \$ 216.88$$

Type A Magazine Cost Estimate

$$\begin{array}{r} \underline{286''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{175} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ mag}} \\ \text{4500 images} \end{array} \times \begin{array}{r} \underline{\$0.80} \\ \text{1 magazine} \end{array} = \underline{\$ 8.90}$$

TOTAL ESTIMATE: \$3,203.76

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1995 Law Cases
 (case 1-359)

ASSUMPTIONS:

- 316 total file inches
- 185 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\frac{316''}{\text{total inches}} \times \frac{185}{1 \text{ inch}} \times \frac{\$27.00}{\text{per 1000}} = \$1,578.42$$

Document Preparation Cost Estimate

$$\frac{316''}{\text{total inches}} \times \frac{185}{1 \text{ inch}} \times \frac{\text{per 1 hr}}{400} \times \frac{\$13.00}{\text{cost per hr}} = \$1,899.95$$

Duplicate Cost Estimate

$$\frac{316''}{\text{total inches}} \times \frac{185}{1 \text{ inch}} \times \frac{1 \text{ dup}}{4500 \text{ images}} \times \frac{\$19.50}{1 \text{ dup roll}} = \$ 253.33$$

Type A Magazine Cost Estimate

$$\frac{316''}{\text{total inches}} \times \frac{185}{1 \text{ inch}} \times \frac{1 \text{ mag}}{4500 \text{ images}} \times \frac{\$0.80}{1 \text{ magazine}} = \$ 10.39$$

TOTAL ESTIMATE: \$3,742.09

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1994 CH Cases
 (91 cases)

ASSUMPTIONS:

- 39 total file inches
- 185 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\begin{array}{r} \underline{39''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{185} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{\$27.00} \\ \text{per 1000} \end{array} = \$ 194.81$$

Document Preparation Cost Estimate

$$\begin{array}{r} \underline{39''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{185} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{\text{per 1 hr}} \\ \underline{400} \end{array} \times \begin{array}{r} \underline{\$13.00} \\ \text{cost per hr} \end{array} = \$ 234.49$$

Duplicate Cost Estimate

$$\begin{array}{r} \underline{39''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{185} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ dup}} \\ \underline{4500 \text{ images}} \end{array} \times \begin{array}{r} \underline{\$19.50} \\ \underline{1 \text{ dup roll}} \end{array} = \$ 31.27$$

Type A Magazine Cost Estimate

$$\begin{array}{r} \underline{39''} \\ \text{total inches} \end{array} \times \begin{array}{r} \underline{185} \\ \text{1 inch} \end{array} \times \begin{array}{r} \underline{1 \text{ mag}} \\ \underline{4500 \text{ images}} \end{array} \times \begin{array}{r} \underline{\$0.80} \\ \underline{1 \text{ magazine}} \end{array} = \underline{\$ 1.28}$$

TOTAL ESTIMATE: \$ 461.85

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

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MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

1993-1994 CM Case Files
 (4,770 cases)

ASSUMPTIONS:

- 53 file boxes
- 14 inch box length
- 175 estimated images per one inch
- \$ 27.00 per one thousand images
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 4500 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll
- 1 Type A Magazine needed
- \$.80 per Type A Magazine

Document Microfilming Cost Estimate

$$\frac{53}{\text{boxes}} \times \frac{14''}{1 \text{ box}} \times \frac{175}{1 \text{ inch}} \times \frac{\$27.00}{\text{per 1000}} = \$3,505.95$$

Document Preparation Cost Estimate

$$\frac{53}{\text{boxes}} \times \frac{14''}{1 \text{ box}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ hour}}{400} \times \frac{\$13.00}{1 \text{ hour}} = \$4,220.13$$

Duplicate Cost Estimate

$$\frac{53}{\text{boxes}} \times \frac{14''}{1 \text{ box}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ dup}}{4500 \text{ images}} \times \frac{\$19.50}{1 \text{ dup roll}} = \$562.68$$

Type A Magazine Cost Estimate

$$\frac{53}{\text{boxes}} \times \frac{14''}{1 \text{ box}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ mag}}{4500 \text{ images}} \times \frac{\$0.80}{1 \text{ A mag}} = \$23.08$$

TOTAL ESTIMATE: \$8,311.84

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

135

MSCI / Lason Systems, Inc.
MICROFILMING COST ESTIMATE
 MCLEAN COUNTY CIRCUIT CLERKS OFFICE
 January 30, 2002

Traffic Fee Books
 14" x 17" and 14" x 21"
 single sided pages
 Case Number Order

Currently in reverse order and would need to flip each page before filming.
 (Post Bound and can be taken apart)

ASSUMPTIONS:

- 203 total file inches
- 175 estimated images per one inch
- \$ 0.15 per image
- 400 documents prepped per one hour
- \$ 13.00 per hour preparation cost
- 1000 estimated images per roll of film
- 1 duplicate roll needed
- \$ 19.50 per silver duplicate roll

Document Microfilming Cost Estimate

$$\frac{203''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{\$0.15}{\text{per image}} = \$5,328.75$$

Document Preparation Cost Estimate

$$\frac{203''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{\text{per 1 hr}}{400} \times \frac{\$13.00}{\text{cost per hr}} = \$1,154.56$$

Duplicate Cost Estimate

$$\frac{203''}{\text{total inches}} \times \frac{175}{1 \text{ inch}} \times \frac{1 \text{ dup}}{1000 \text{ images}} \times \frac{\$19.50}{1 \text{ dup roll}} = \$692.74$$

TOTAL ESTIMATE: \$7,176.05

NOTE: Above pricing is an estimate. Actual amounts and cost will vary. Price above does not include case patch separator sheets and box pick up and delivery.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 18th day of March, 2002 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Adele Saaf, 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. Adele Saaf 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 services contract is to provide assistance to the Public Defender's Office in the handling of misdemeanor cases between March 18th and March 31st, the date on which the new full-time assistant Public Defender begins her employment. 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, \$1,719.30 for the term of this contract.

The Special Public Defender agrees to:

1. Adele Saaf shall assist and perform her duties as Special Public Defender in those cases assigned to her by the Public Defender, said duties include the preparation and litigation of those cases.
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 March 18th 2002, and terminate on March 31st 2002.
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 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.
11. 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.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

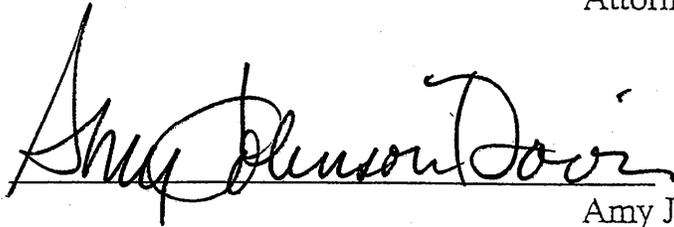
IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:



Adele Saaf
Attorney at Law

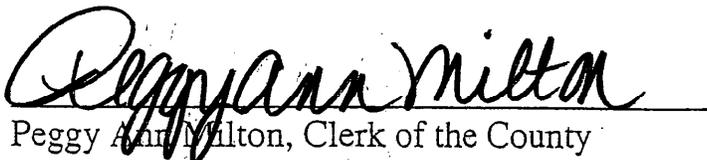


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Johnson moved the County Board approve a Request for Approval of Contract for Special Public Defender with Adele Saaf, Attorney at Law – Public Defender. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer asked Member Renner to bring the Board Members up to speed on the report from LZT. Member Renner stated based on the eleven-years of data we had in the past, LZT did a linear regression although the pattern was non-linear and that gives you bad data. It took them four attempts to get it right. He continued we want the data to tell us what the best projection is. There is a non-linear fit that is the best fitting line of the regression, which explains 92% of the variance, but is significantly higher than the straight-line progression. Member Renner added it is also, quite frankly, still pretty crappy data because we only have eleven years worth of data and no information from Springfield. They didn't take any from Sangamon, Champaign, or Macon County; therefore, we don't have information on any other place other than eleven data points from McLean County. He indicated based on that very limited data, the best guess is about 150 less in terms of the beds needed. Member Sommer stated that the scale on the side of each of the graphs is different. He said one stops at 400 and another at 250. Member Sommer continued we have a power regression and a logarithmic regression, and it appears there is an inconsistency to that line. Member Renner stated the main rationale for asking LZT to do something that was a non-linear model was that the data wasn't straight line. Member Sommer stated he hoped this was aired adequately because this gets into an area that is totally foreign and the Board has experts. He continued there probably isn't another Board in the United States that has the expertise in that particular area that this Board possesses, and they are fortunate in that regard. We should come out with a product that is a great deal more acceptable than a lot of counties might with this same thing. We should be appreciative of that effort.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had nothing for the Board.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano stated all too often there are programs and individuals who seem to fall through the cracks. He indicated that March is also set aside as Mental Retardation Month. He said those are the people that often fall between the cracks and the Board needs to be reminded of their needs. In McLean County we have an agency that is about to lose \$300,000 with the Governor's proposed budget which really jeopardizes that agency's operation and their ability to extend service. Member Segobiano continued we have a person here who should be recognized for their service as well, and she is none other than Peggy Ann Milton. She serves on the Marc Foundation Board and does an outstanding job, is a great spokesman for their needs, and Peggy Ann should be applauded for her efforts.

Member Owens stated that he and Member Berglund serve on the Central Community Action Board and he was glad to see that the County Board took action on the assistance of first time homebuyers. He continued Community Action does assist those less fortunate and one of the programs that they have is assistance for first time homebuyers. It is a great idea for the County to get involved. Member Owens stated as we all work together, we can better the lives in not only Bloomington/Normal but also the entire community.

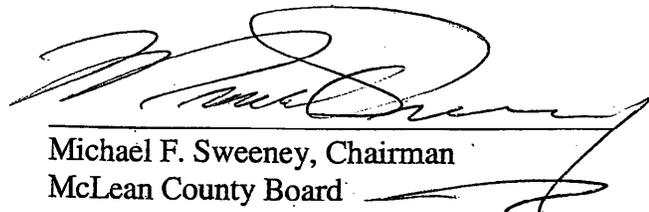
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

March 19, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$294,054.34	\$294,054.34
Finance		\$423,253.93	\$423,253.93
Human Services		\$391,167.79	\$391,167.79
Justice	\$1,401.55	\$1,453,248.67	\$1,454,650.22
Land Use		\$18,292.29	\$18,292.29
Property		\$260,451.42	\$260,451.42
Transportation		\$229,619.51	\$229,619.51
Health Board		\$356,327.56	\$356,327.56
Disability Board		\$43,621.09	\$43,621.09
T. B. Board		\$20,448.24	\$20,448.24
Total	\$1,401.55	\$3,490,484.84	\$3,491,886.39


Michael F. Sweeney, Chairman
McLean County Board

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

Members Owens/Selzer moved for adjournment until Tuesday, April 16, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:45 a.m.

Michael Sweeney
County Board Chairman



Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of March, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 4th day of April, 2002.



Peggy Ann Milton
McLean County Clerk