

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

April 17, 2001



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THE McLEAN COUNTY BOARD REGULAR MEETING
TUESDAY, APRIL 17, 2001 AT 9:00 A.M.
ROOM 700, LAW AND JUSTICE CENTER, 104 WEST FRONT STREET
BLOOMINGTON, ILLINOIS

NOTICE OF PUBLIC HEARING

**RE: State of Illinois Department of Transportation Capital Procurement Grant
and Illinois Downstate Non-Metro Area Grants Program for Capital
Improvements for McLean County**

Notice is hereby given that a public hearing will be held by McLean County at the McLean County Law & Justice Center, Room 700, 104 West Front Street, Bloomington, IL at 9:00 a.m. on April 17, 2001.

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.

A Public Hearing was held on Tuesday, April 17, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois.

The public hearing was held regarding the State of Illinois Department of Transportation Capital Procurement Grant and Illinois Downstate Non-Metro Area Grants Program for Capital Improvements for McLean County with respects to the social, economic, and environmental aspects of the project. Mr. Phil Dick, a planner for the Department of Building and Zoning, stated a notice for this hearing was published in the Pantagraph on March 31, 2001, as required by law, and the purpose of the hearing is to seek out testimony and to answer questions regarding financial assistance for obtaining three replacement busses, bus radios, and two computers to be used by SHOWBUS for rural public transportation. Chairman Sweeney asked for questions or discussion. There were none. The public hearing was adjourned at 9:07 a.m.

April 17, 2001

The McLean County Board met on Tuesday, April 17, 2001 at 9:10 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Chairman Sweeney stated Member Bass was not in attendance due to heart surgery the day before.

Chairman Sweeney stated it was Student Government Day and introduced Cara Johnson an eighth-grader from Olympia. Peggy Ann Milton introduced her student for the day, Melissa Cook and Mr. Reynard introduced his student, Kayla Pollmann.

At 9:10 a.m., Cara Johnson called the Meeting to order.

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

The following Members answered to roll call:

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

The following Member was absent:

Duffy Bass.

The following Students answered to roll call:

Robin Berryman, Georgia Gebhardt, Weston Love, Brett Miller, Bria Perkins, and Cara Johnson.

Proceedings of March Meeting:

The Proceedings of the March 20, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Kinzinger/Renner 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:

Ms. Julie Dobski, Chairman of the Economic Development Council, thank the Board for the funding provided for economic development. She also thanked the Members for their support. She stated they have been working to identify steps needed to maintain and promote the economic stability of McLean County. Ms. Dobski stated communication, cooperation, and collaboration are being stressed at all levels. Ms. Dobski stated the organization must remain strong to effectively serve the current and future needs of those who have vested time and energy in their mission. Mr. Richard Helton highlighted the positives that happened during 2000. Over \$44 million of new value was added to the County by projects they were involved with. Mr. Helton also stated they were able to help three businesses through the revolving loan fund retaining and increasing jobs. He said 835 new jobs were created in McLean County. Mr. Helton stated that in 2000 there was over \$190 million of tourist spending in McLean County, an increase of 8.3% from the previous year. Both Ms. Dobski ad Mr. Helton thanked Members Berglund and Sweeney for their efforts on the Council's behalf. Mr. Helton stated he appreciates the support and funding of the Board.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed from the Consent Agenda. Member Sommer requested Item 7B 1b be removed.

The amended Consent Agenda read as follows:

**FINAL 2000 STAFF REPORT
ECONOMIC DEVELOPMENT COUNCIL OF THE
BLOOMINGTON-NORMAL AREA**

The following is a synopsis of staff activity relating to the Economic Development Council's Plan of Work and results for the year 2000.

This report takes into account only commercial activity the EDC was involved in and not other commercial projects within McLean County that the organization did not, or was not asked to lend assistance.

As expected, economic development announcements for 2000 were below those made in 1998 and 1999, two years of exceptional activity. That being said, it is estimated the EDC was involved in commercial projects officially announced or brought to fruition in 2000 that will yield \$44,319,240 in salaries, commercial rents, land purchases and new commercial construction in their first year of operation.

Economic Development remains, and continues to be, an on-going process for all communities. Projects can move at a rapid or slow pace. This was true for 2000 as it has been in previous years. In conversations with commercial decision-makers throughout the year, several remain optimistic but cautious on how they will approach expansion decisions in the future. Some companies appeared to be taking a very conservative view on expansion fearing economic recession may be approaching.

Companies making official announcements or beginning building projects this year that were assisted by the EDC were: Pienel Group/Lassiter Developments, Illinois/PCS, Clark Oil Company, Sun Loan Incorporated, Midwest Molding Solutions, Uftring-Mason Chevrolet, Debra Thomas Learning Center, Dollar General Incorporated, Customized Transportation Incorporated, Great Harvest Bread, Ringger Foods, Wingate Inns, Wal-Mart Incorporated, Hawthorne Suites, GTI Spindle Technology, Mitsubishi Motor Manufacturing of America, American Legion Post 56, Dry Clean City, Doc's Drugs and Lowes, Incorporated.

Other numerous agencies and organizations were assisted in possible expansion projects that have yet to be announced.

Expansions/Relocations

Twenty companies (listed above) announced start-up or expanded operations in Bloomington-Normal/McLean County in 2000 with assistance from the EDC. Business start-ups and expansion announcements were close to half the amount that was announced in 1999 (40). Again, 1999 was one of the best years on record for business development over the past five years in the area.

Job Creation

With information provided by these companies, 121 management (starting salary \$25,000 per year average and partial or full benefits) jobs will be created by their expansion activity. Company managers estimated 714 full time equivalent (\$7.00 per hour) (two part-time equals one fulltime job) jobs will be created from this activity. A total of 835 jobs will be created at a total estimated annual payroll of \$13,420,840.00.

Job Losses

The largest job losses in 2000 came with the announcement that AmeriServe Distribution Incorporated would close all of their national facilities due to a Chapter 11 bankruptcy, including 157 jobs at its Gridley facility in April. Thirty of these employees, according to the company, lived within the boundaries of McLean County. The EDC was not privy to specific salaries lost due to these jobs losses. However, a majority would be suspected to be "livable wages."

Bloomington Process Company, a meat supplier and packer to retail meat outlets, closed its doors citing its inability to compete with larger packaging operations. Thirty jobs were lost that included management and support positions.

Stein Mart, a retail operation, closed many of its "underperforming stores" across the country, including its Normal store. A job loss of six management jobs and 26 FTE positions were lost to the local economy.

Total job losses to McLean County residents due to these closures and reorganizations amounted to 92 jobs that included management and support positions.

The EDC had offered assistance to all companies involved but the negative activity resulted from activity that either affected profit/loss ratios or decisions from national or regional headquarters. Of these positions lost, approximately 66 could be termed "career/livable wage jobs" that meant an estimated \$1,650,000 in wages to local residents.

Commercial Rental/Lease Activity

This activity was off slightly when compared to 1999. Less overall square footage was leased but the value of commercial lease space increased. In 2000 the EDC saw a total of 90,900 SF of commercial property leased in projects in which it was involved. Total one-year commercial lease value of this activity was \$6,702,000. Average rental rates were as follows: back office (\$12.25 SF), industrial/warehouse (\$5.00 SF), and retail (\$11.00 SF).

Commercial Land Purchases

Commercial land purchases on EDC projects amounted to \$3,776,400.00. This figure is based on an average local land purchase price of \$3.75 SF. A total of 1,007,040 SF of property was purchased by EDC prospects or 23.12 acres.

Commercial Construction

Total commercial construction on projects the EDC was involved in totaled \$20,420,000. This figure was arrived at by construction costs provided by local developers (retail-\$72.50 SF), (warehouse/industrial-\$40.00 SF), and (hotel-\$60.00 SF).

Total Monetary Value

Total monetary value from salaries, commercial rents, land purchases and new construction added an estimated \$44,319,240.00 to the local economy from EDC assisted projects in 2000.

Business Prospect Interest

As of December 31, 2000, there were 112 prospects "actively" considering Bloomington-Normal/McLean County for a business location or expansion. The total prospect number included prospects from 1996 until the present. The number breakdown was as follows: 4 (1996), 10 (1997), 20 (1998), 32 (1999) and 46 (2000). Breakdown on the types of businesses on the active list are as follows: back-office/professional operations (30), distribution/industrial/manufacturing (41), retail (26), hotel/hospitality (5), restaurant (6) and others not meeting any of the other categories (4).

In 2000, 85 prospects dropped off the active list. This number does not include the 20 business start-ups/expansions announced in 2000.

There were 62 business prospects added to the active list in 2000. The criteria in adding a prospect is either/or a on-site visitation or request for additional community information after an initial request.

Trade Show Activity

Trade Show activity in 2000 included: PROMAT (international material handling), National Manufacturing Week, COMDEX Spring '00 (information technology), International Packaging Expo, Manufacturing Technology Show and National Plastics Exposition. One hundred twenty new business contacts were made through these efforts. The trade show initiative is part of the EDC's business attraction efforts and also provides an outlet to introduce McLean County based businesses to potential national and international partners.

Marketing/Promotion

Approximately 6,400 copies of the 2000 demographic profile was distributed during the year to various audiences. Close to 160 promotional large marketing packets were distributed to prospective business prospects during the year.

Building and land site information was regularly updated on the EDC website (blmnmilchmbr.com) during the year. Additional efforts in making this an even better promotional and marketing source is in the works for 2001. The site also included updated demographic information on the Bloomington-Normal area that is of the most use to potential business prospects.

Bloomington-Normal/McLean County received mention in national publications in 2000. *Plants, Sites and Parks* magazine sited the area for its continued job growth in its August/September issue in an article titled *Rust Belt No More*. *Employment Review* magazine chose the area as one of its "best cities to live and work" in its May publication. *U.S. News and World Report* also ranked Bloomington-Normal/McLean County among its "top 300 cities" to work and live. Staff continued to step up its efforts in promoting the EDC through issuing news releases on its efforts and continues to write a bi-monthly article on economic development for publication in *Business to Business* magazine. Bloomington-Normal/McLean County was also featured along with other Central Illinois Corridor Council communities in *Illinois Commercial* magazine titled "*Opportunities Abound In Central Illinois Corridor*".

Published close to 1,500 copies each of the Chamber of Commerce and Economic Development annual report brochure and also the new EDC Strategic Focus.

Continued to build relationships with Chicago area developers and consulates in promoting the area for business growth. Face to face meetings were completed by staff with many of these contacts including: Canada, Great Britain, Mexico, Germany and the World Trade Center.

Rural Efforts

Assisted rural communities that have indicated an interest in economic development efforts. These include: Heyworth, LeRoy, Downs, Gridley, Towanda and Lexington.

Heyworth is working on two small commercial projects and a larger interest. LeRoy continues to work on development of its Golden Centre project, business district improvement and other community beautification projects. Downs is developing commercial property near I-74 interchange and also adjacent to Illinois Route 150.

Gridley is marketing vacant industrial buildings in partnership with real estate professionals in the hopes of attracting new commercial tenants for distribution and light industry. EDC continues to promote these sites to possible interests. Lexington began the first step of its commercial interstate development with the opening of Uftring Chevrolet. Towanda continues private discussions among its community leaders on future commercial and residential plans for the area.

Staff continues to be involved with McLean County Mayor's Association, LeRoy LPAC and Heyworth EDC.

McLean County Revolving Loan Fund/Business Assistance

With the cooperation of the McLean County Board, the EDC was able to secure \$500,000 in revolving loan monies to assist three county businesses in their expansion projects (Dry Clean City, Debra Thomas Learning Center and Ringger Foods). Staff also assisted MMMA in securing \$1 million in training funds from the State of Illinois along with Heartland Community College. EDC worked with DCCA, HCC and IETC on business assistance requests in concert with TI Automotive Group (formerly Bundy Corporation).

The EDC office assisted with 108 potential entrepreneurial start-ups in 2000 by assisting with business plans, small business monetary assistance information and small business start-up packets.

The EDC Business Outreach Program visited 84 McLean County businesses and agencies in 2000. A separate report on this initiative has been distributed to board members and is available for review upon request.

Built relationships and assisted on projects in day-to-day business dealings with local realtors, developers and investors. A majority of these businesses continue to use EDC materials in bulk to help promote the area in their business dealings.

Central Illinois Corridor Council

Continued to be the lead organization in the efforts of this regional economic development group. CICC sponsored effort to meet with each legislator individually who represents the Central Illinois area to discuss economic development issues. Also sponsored a state legislative breakfast for these legislators to meet CICC membership as a group.

Made presentations on economic development opportunities to potential developers in Chicago and Indianapolis that had indicated interest or are already making economic development efforts in Central Illinois.

Hosted annual golf outing. Invited guests included state commerce and community affairs staff, utility companies, developers and government leaders.

Exhibited at Northern Illinois Commercial Association of Realtors (NICAR) convention in suburban Chicago to promote Central Illinois e.d. opportunities. Also continued involvement in sending representatives to IDRC and SIOR which are national real estate/development conventions. This was done in cooperation with Illinois Department of Commerce and Community Affairs.

Other Activities

Staff participated in Annual Rural Affairs Conference, Central Illinois Manufacturing Coalition organization, 2nd Annual Corporate and Manufacturing Job Fair (600 applications taken), Illinois Development Council, local origination television discussions, and EAST/Olympia School District Tech Program.

7. CONSENT AGENDA:

- A. County Highway Department - Jack Mitchell, Engineer
(All items appear on the regular agenda under the Transportation Committee)
- B. Building & Zoning - Charles Wunder, Director

Zoning Cases:

- a) Grant the application of Mark A. and Paulita A. Killian in case 01-06-S. They are requesting a special use for a single family residence in the A-Agriculture District for a son of the owner of the original agricultural tract from which this lot is set aside on property which is located in Money Creek Township immediately north of Road 2100N approximately 1/8 mile east of Road 2150E.
- b) Grant the application of Richard Riebe in case 01-09-S. He is requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the A-Agriculture District on a 5 acre property which is located in Empire Township immediately south of Road 800N approximately 1/2 mile east of Road 2600E.

Subdivision Cases and Resolution:

- a) Approve an ordinance adopting the final plat of the Mangina Subdivision, File S-01-02. The property is located in Old Town Township immediately north of Cheneys Grove Road approximately 2 1/4 miles southeast of Towanda Barnes Road.
- ~~b.) Approve a resolution amending the building permit fee for the Bloomington and Normal Water Reclamation District treatment plant from \$90, 267.50 to \$2,500. The proposed facility will be located in Randolph Township immediately southwest of the intersection of Roads 700N and 1700E~~

Removed

- C. Transfer Ordinances
- D. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- a) Request for Approval to Purchase Quoted Wireless Equipment - Information Services

Property Committee

- a) Request for Approval to Install Fire Alarm System
at ESDA/Rescue Squad Garage - Facilities Management
- b) Request for Approval of Heart Walk for the American
Heart Association to be Held on September 29, 2001 -
Facilities Management
- c) Request for Approval of the Corn-on-the-Curb Project -
Facilities Management
- d) Request for Approval of Elk's Lodge Request
to Use Annex Parking Lot on Friday, May 4, 2001
for the Elk's Follies Event - Facilities Management

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

REAPPOINTMENTS:

Bellflower Fire Protection District

Mr. Lloyd Power
R.R. 1, Box 104
Bellflower, Illinois 61724
Reappointed to a Three Year
Term to Expire April 30, 2004

Carlock Fire Protection District

Mr. Lowell Hoffman
R.R. #4, Box 56
Bloomington, Illinois 61704
Reappointed to a Three Year
Term to Expire April 30, 2004

Danvers Fire Protection District

Diane Bostic
R.R. 4, Box 15
Bloomington, Illinois 61704
Reappointed to a Three Year
Term to Expire April 30, 2004

LeRoy Fire Protection District

Edward McConkey
Rural Route 2
LeRoy, Illinois 61752
Reappointed to a Three Year
Term to Expire April 30, 2004

Lexington Fire Protection District

Mr. Don Riddle
Rural Route 2
Lexington, Illinois 61753
Reappointed to a Three Year
Term to Expire April 30, 2004

Mt. Hope – Funks Grove Fire Protection District

Mr. Ron Fithhorn
Rural Route 1, Box 38
McLean, Illinois 61754
Reappointed to a Three Year
Term to Expire April 30, 2004

Randolph Fire Protection District

Mr. Vernon Terrell
R.R. 1, Box 293
Heyworth, Illinois 61745
Reappointed to a Three Year Term
To Expire on April 30, 2004

Towanda Fire Protection District

Mr. Dan Traeger
Rural Route 1, Box 48
Bloomington, Illinois 61704
Reappointed to a Three Year Term
to Expire April 30, 2004

Clearview Sanitary District

Mr. Donald Nelson
40 Joseph Street
Bloomington, Illinois 61704-8929
Reappointed to a Three Year Term
to Expire the First Monday in May 2004

Bloomington-Normal Water Reclamation District

Mr. Ken Schroeder
6 Ridgemont Road
Normal, Illinois 61761
Reappointed for a Three Year Term to Expire
The First Monday in May, 2004

Bloomington-Normal Airport Authority Commissioner

Mr. George M. Walden
2607 Kolby Court
Bloomington, Illinois 61704
Reappointed for a Five Year Term
To Expire on April 30, 2006

b)

APPOINTMENTS

Saybrook-Arrowsmith Fire Protection District
Warren J. Bane
32660E 1200N Road
Arrowsmith, Illinois 61722
Appointed to a Three Year Term
To Expire on April 30, 2004

Park Lawn Cemetery Association
Mr. David D. Yoder
6746 Old Peoria Road
Danvers, Illinois 61732
Appointed to Fulfill the Remainder of
the Six Year Term of Lester Yoder,
Which Expires on November 1, 2001

c)

RESIGNATIONS

NONE

- F. Approval of Resolutions of Congratulations and Commendation
- 1) Request for Approval of a Resolution of Congratulations
Metcalf Laboratory School 8th Grade Boys Basketball Team

**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 Mark A. and Paulita A. Killian in case 01-06-S. They are requesting a special use for a single family residence in the A-Agriculture District for a son of the owner of the original agricultural tract from which this lot is set aside on property which is part of Section 27, Township 25N, Range 3E of the Third Principal Meridian and is located in Money Creek Township immediately north of Road 2100N approximately 1/8 mile east of Road 2150E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 3, 2001 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 3.1 acre property is currently used for crop production, is located at the top of a slight hill and drains to the east and west. The property has 450 feet of frontage on the north side of Road 2100N which is an oil and chip road 16 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use on all sides is crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 116.75 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 241.75 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. One of the applicants is the son of the owner of the original agricultural tract from which this property is being set aside. One of the applicants indicated that a dwelling had been located at the proposed site until 40 years ago.
2. This 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. The proposed dwelling unit for the son of the owner of the agricultural tract is compatible with uses in the vicinity.

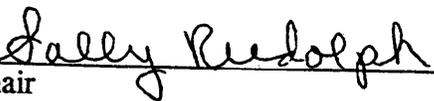
3. This proposed special use would not impede the orderly development of the surrounding property for uses permitted in the district. The owner of the parent agricultural tract has set off an area of her farm for her son's family to build a dwelling.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed residence will be supplied by water from a private well and sewage disposal by a private septic system. This property has 450 feet of frontage on a public road.
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 for an entrance can be provided. The applicant will need to obtain an entrance permit from the Money Creek 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 A-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 that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District. One of the applicants is the son of the owner of the agricultural tract from which the proposed lot is being set aside.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS The roll call vote was seven members for the motion to recommend granting, none opposed and none absent.

Respectfully submitted this 3rd day of April 2001, McLean County Zoning Board of Appeals



Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Richard Riebe in case 01-09-S. He is requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the A-Agriculture District on a 5 acre property which is part of Section 04, Township 22N, Range 4E of the Third Principal Meridian and is located in Empire Township immediately south of Road 800N approximately ½ mile east of Road 2600E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 3, 2001 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 five acre property is currently used as a farm dwelling and part is used for crop production. The land slopes gently to the east. The property has 526 feet of frontage on the south side of Road 800N, an oil and chip road 20 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use on all sides is crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 100 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 219 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant is the owner of the original agricultural tract from which this lot is being set aside. He built the dwelling as a farm house for himself and now wants to convey the house on a separate parcel to someone else. The applicant indicated that the proposed buyer is also purchasing the farm acreage.
2. This 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. The conversion of a farm dwelling for a farm owner is compatible with uses in the vicinity.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The conversion of a farm dwelling for a farm owner will not impact nearby property that is used for crop production.

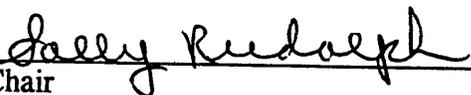
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been provided. The residence is supplied by water from a private well and sewage disposal by a private septic system. This property has 526 feet of frontage on a public road.
5. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This tract has frontage on a township road. The existing entrance is adequate and provides safe sight distance.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District; to provide for the location and govern the establishment and use of residential uses which are accessory to and necessary for the conduct of agriculture.
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 that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District. The residential use is found to be necessary for the conduct of agriculture in the area. The house was built as a farm dwelling and is now being set aside from the farm as a single family residence.

Therefore this Board recommends that a special use be granted on the property described above to allow one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning.

ROLL CALL VOTE UNANIMOUS The roll call vote was seven members for the motion to recommend granting, none opposed and none absent.

Respectfully submitted this 3rd day of April 2001, McLean County Zoning Board of Appeals


Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
MANGINA SUBDIVISION, FILE S-01-02

WHEREAS, Gary Mangina as owner of the property has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Mangina Subdivision, file number S-01-02, and has executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Gary Mangina has subdivided this property into one lot in order to allow the construction of a new single family dwelling for his son's family; and

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

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

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

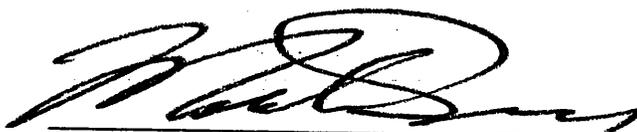
BE IT ORDAINED that the said waiver and final plat for the aforesaid Mangina Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17th day of April 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

To: Land Use and Development Committee
From: Charles Wunder *CW*
Date: 3/30/2001

Subject: S-01-02 Request of Anthony Mangina for approval of the Final Plat of Mangina Subdivision, a one lot Subdivision in Section 21 and 22 of Old Town Township

The applicant, Anthony Mangina, is requesting a waiver of the requirement for a public hearing and the staff is recommending that it be approved. The proposed one-lot subdivision contains approximately 2.5 acres and is located on the north side of Cheneys Grove Road in Section 21 and 22 of Old Town Township. The property is zoned A Agriculture. The proposed subdivision is a "flag lot" with a 1000' long lane to Cheneys Grove Road. This is an existing lane serving a farmstead.

The subdivision was dropped of at 11:30 AM on 3/30/2001. This plat has not been reviewed by the McLean County Health Department, the McLean County Highway Department or the Old Town Township Road Commissioner. The proposed lot meets the area requirements of the A Agriculture Zoning District. A Front Yard Setback line needs to be added to the Final Plat.

The Building and Zoning Department staff is reluctant to recommend approval until this plat has been corrected and reviewed by the Health and Highway Departments and the Township Road Commissioner. If the Land Use Committee is inclined to approve the plat it should be a conditional approval that the above concerns be met.

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

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

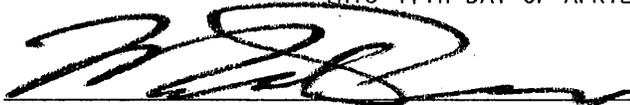
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

	Emergency Phone System				
	FUND 0450 DEPARTMENT 0098 ENHANCED 911 TELEPHONE				
	PGM 0911 EMERGENCY PHONE SYSTEM				
0718 0001	SCHOOLING & CONFERENCES	5,000.00		0706 0006	Temporary Employment Srvc 5,000.00-

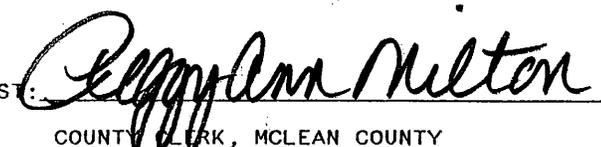
		5,000.00			5,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF APRIL , 2001



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTES: 

 COUNTY CLERK, MCLEAN COUNTY



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 12, 2001

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

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Information Services Department to approve the bid award for the purchase of six (6) wireless access points and the associated hardware to be installed in the Courtrooms in the Law and Justice Center. Your EXECUTIVE COMMITTEE herewith further respectfully recommends that the bid be awarded to SBC, the lowest qualified bidder, meeting specifications.

Funds for this purchase were appropriated in the Fiscal Year 2001 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE 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. Selzer

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Saich
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

Request for Approval to Purchase Wireless Equipment

To the Honorable Members of the Executive Committee:

Over the past several years, Information Services with the Court Administrator have evaluated providing network access to the Courtrooms in the Law and Justice Center, supplementing the network connections currently in use by the Judges. Network access would allow Attorneys and support staff for both the prosecution and defense to perform EJS lookups, Internet research and to reference desktop computer files from the counsel tables in the courtroom as well as the conference rooms in which they meet with their clients.

The traditional method of using copper wiring, was deemed to be too invasive and costly. A recently emerging wireless networking technology has become commercially available and IS has researched the options available.

To provide complete coverage for the twelve courtrooms we require six wireless access points and associated hardware. In checking with four vendors we have the following quotes for the project. Pricing also includes the purchase of ten wireless network adapters that will be available to Attorney's that use the courtrooms.

With the approval of the Executive Committee at last month's stand-up, we contacted all the vendors involved in the error we made in our first release of the bid specs. We have received the new quotes.

Prices received are as follows:

Description	Qty	SBC	Novanis	Insight	Telogix
Wireless Access Points (WAP)	6	5576.28	5800.00	6000.00	6955.44
PCMCIA Adapters	10	1419.80	1490.00	1500.00	1671.70
Antennas	12	1480.56	1620.00	1500.00	1743.24
WAP Support	6	810.00	700.00	546.00	810.00
PC Card Support	10	576.00	750.00	1609.00	850.00
Totals		\$9862.64	\$10,360.00	\$11,155.00	\$12,030.38

All transmissions to and from the individual laptops and the wireless access point are secured with 128bit encryption.

Information Services is requesting permission to purchase the above wireless equipment, budgeted in the Fiscal Year 2001 approved budget.

Illinois law ILCS 5/5-1022 (d) states "Notwithstanding the provisions of this Section [purchasing], a county may let *without advertising for bids* in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement or installation of *data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services*".

We respectfully request permission to accept the quote from SBC, the lowest quote provided.

We'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson

Director, Information Services.



Aironet Quote for McLean County

3/9/01
 Ken Barnum
 217 527 2037

<u>Product #</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Extended List Price</u>	<u>McLean County Price</u>
AIR-AP352E2R	350 Series AP w/Dual RP-TNC Connectors&128-bit WEP	6	\$1,499.00	\$8,994.00	\$5,576.28
AIR-PCM352	350 Series PC Card w/Integrated Diversity Antenna, 128-bit WEP	10	\$229.00	\$2,290.00	\$1,419.80
AIR-ANT1728	5.2 dBI OMNI ceiling Mount Antennas	12	\$199.00	\$2,388.00	\$1,480.56
CON-SNT-AIR-AP350	8X5XNBD Svc, 350 Series AP Ant or Conn 40-128-bit WEP	6	\$150.00	\$900.00	\$810.00
CON-SNT-AIR-PCM350	8X5XNBD Svc, 350 Series PC Card Div Ant 40bit WEP	10	\$64.00	\$640.00	\$576.00
Total					\$9,862.64

PLEASE NOTE: The Correct part # for 5.2DBI OMNI Ceiling Mount Antennas is: AIR-ANT1728

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Gallagher, Mike

From: PAM OLIVE <pam.olive@novanis.com> at Internet
Sent: Friday, March 16, 2001 11:03 AM
To: Gallagher, Mike
Subject: RE: Cisco quote

Mike,

The prices you requested are shown below. Thanks again for the opportunity!

Pam Olive
Novanis

p.s. Just a reminder that the PC master contract pricing that I forwarded to you expires March 31.
And, we were just awarded a contract for Compaq Armada E500 laptops that you can piggy-back from if you're interested. I would be happy to forward you the specs and price.

> —Original Message—

> From: Gallagher, Mike [SMTP:mikeg@mclean.gov]
> Sent: Thursday, March 15, 2001 4:09 PM
> To: 'pam.olive@novanis.com'
> Subject: Cisco quote

>
>

>> My recent request for Cisco wireless equipment contained an error in the
>> specification for the omnidirectional antennas. I listed the part
>> correctly as 5.2db OMNI ceiling mount antenna but used the (incorrect)
>> Cisco Part number AIR-ANT3194 which is the 2.2db antenna. In order to be
>> completely fair to all concerned I am asking that you resubmit your
> quote

>> for the following Cisco products...

>>

>> Cisco Description

>> Quantity

>> AIR-AP352E2R 350 Series AP w/Dual RP-TNC Connectors and 128 bit
> WEP \$5800 - Q6

>> 6

>> AIR-PCM352 350 Series PC card w/integrated Diversity antenna

> \$1490 - Q10

>> 10

>> AIR-ANT1728 5.2db OMNI ceiling mount antennas

> \$1620 - Q12

>> 12

>>

>> ? Smartnet maintenance for the Wireless access points

> CON-SNT-PKG2 \$700 - Q6

>> ? Smartnet maintenance for the PC Cards CON-SNT-PKG1

> \$750 - Q10

>>

>> If you're confident that your original quote was accurate please let me

>> know and I'll use it. Otherwise you send me a new one.

>>

>> I apologize for this error and the inconvenience but this seems to be

> the

>> most equitable way to handle this.

Gallagher, Mike

From: Paul Bucich <pbucich@insight.com> at Internet
Sent: Thursday, March 15, 2001 3:17 PM
To: Gallagher, Mike
Subject: Quote No. Y09621

6820 S. Harl Ave
Tempe, Az. 85283

03/15/01

MIKE GALLAGHER
MCLEAN COUNTY INFORMATION SERV
Customer Number: 989001
Quote Number: Y09621

Thank you for your interest in Insight. Please find below the price quote you requested.

PRODUCT	DESCRIPTION	QUANTITY	PRICE/EA	TOTAL
CIS094491	350 SERIES AP 128BIT WEP W/ DUAL RP-TNC CONNECTORS MFG Part#: AIR-AP352E2R	6	1000.00	6000.00
CIS094492	350 SERIES PCCARD 128BIT-W/ DIVERSITY ANTENNAS MFG Part#: AIR-PCM352	10	150.00	1500.00
CIS647699	PACKAGED SMARTNET ONSITE NMS 8X5XNBD CAT 1 MFG Part#: CON-OS-PKG1	6	91.00	546.00
CIS785601	PACKAGED SMARTNET ONSITE NMS 8X5XNBD CAT 2 MFG Part#: CON-OS-PKG2	10	160.99	1609.90
CIS096592	CISCO 5.2DBI OMNI CEIL MOUNT-ANT MFG Part#: AIR-ANT1728	12	125.00	1500.00
Subtotal Without Shipping & Handling			11155.90	
Shipping Via UPS GROUND +			0.00	
GRAND Total			11155.90	

* All products carry full manufacturer warranty

If you have any questions, or require additional information, please do not hesitate to give me a call. Thank you again for calling Insight.

Sincerely,

Paul Bucich
Account Executive
1-800-INSIGHT x5422
Mailstop: SE1080
fax: (480)760-9060

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QUOTE



2504 Galen Drive
Suite 104
Champaign, IL 61822
Phone 217-355-4400
Fax 217-355-4700

Quote # AAAQ1180
Date 03/04/01
Sales Rep. David Ashby

Quote To:

McLean County
Mike Gallagher
Law & Justice Center
104 W. Front Street, Room 702
Bloomington, IL 61702-2400

Ship To:

McLean County
Mike Gallagher
Law & Justice Center
104 W. Front Street, Room 702
Bloomington, IL 61702-2400

Qty	Description	Unit Price	Unit List	Ext. Price
6	350 SERIES AP 128BIT WEP W/ DUAL RP-TNC CONNECTORS	\$1,094.27	\$1,499.00	\$6,565.6
6	110/220V P/S FOR BRG NO LINE CORD	\$64.97	\$89.00	\$389.8
12	5.2DBI OMNI CEIL MOUNT ANT	\$145.27	\$199.00	\$1,743.2
10	350 SERIES PCCARD 128BIT W/ DIVERSITY ANTENNAS	\$167.17	\$229.00	\$1,671.7
6	SMARTNET PKG 8X5XNBD CAT2	\$135.00	\$135.00	\$810.0
10	SMARTNET PKG 8X5XNBD CAT1	\$85.00	\$85.00	\$850.0
			SubTotal	\$12,030.3
			Sales Tax	\$0.0
			Shipping	\$0.0
			Total	\$12,030.3

Sincerely,

David Ashby

Prices are subject to change. Quote is valid for 30 days and replaces all previously issued quotes. Goods will be shipped best way, freight collect, insured for full value unless otherwise specified. On purchases over \$1,000 payment is 40% down, 30% upon delivery, and final balance upon installation.

My signature below represents acceptance of this quotation, including the payment terms.

Mike Gallagher
McLean County

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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 12, 2001

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the recommendation received from the Director of Facilities Management to install a Fire Alarm/Smoke Detection system at the Rescue Squad/ E.S.D.A. Building. Your PROPERTY COMMITTEE herewith further respectively recommends that Simplex Fire Alarm/Smoke Detection equipment be purchased for this facility in order to insure compatibility with other County buildings and facilities.

Funds for this purchase are available in the Fiscal Year 2001 appropriated budget of the E.S.D.A. Department.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Haselton
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
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John J. "Jack" Pokorney
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Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

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BUILDING SYSTEMS QUOTATION



Simplex Time Recorder Co.
 100 Simplex Drive
 Westminster, MA 01441-0001 U.S.A.

No: 375-WB0102-11 MCLEAN CO. RESCUE/ESDA BLDG.

PG. 1 of 4
 Date: 02-14-2001

TO: MCLEAN COUNTY FACILITIES MGMT.
 104 W FRONT STREET
 BLOOMINGTON, IL 61702

ATTN: MR. JACK MOODY
 Phone: (309) 888-5192
 Fax: (309) 888-5209

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ON THE LAST 2 PAGES OF THIS FORM.

QUANTITY	TYPE	DESCRIPTION
1	4004-9101	FACP 2 IDC 2 NAC BEIGE 120V
2	4004-9806	CLASS A ADAPTOR MODULE
1	4004-9810	DACT MODULE
2	2080-9047	COMM CORD RJ-45/SPADE 14FT
2	2081-9272	BATTERY 6.2AH...
4	2099-9756	PULL STATION D/A, IN/O
4	4098-9601	SSD PHOTO DETECTOR
4	4098-9788	SSD 2-WIRE DET REM LED BASE
5	CC-602	200 DEG FIXED TEMP RATE OF RIS
3	4903-9427	AV 110CD RED STD NON-ADDRESSA
3	4904-9170	V/O 110CD RED FREE-RUN NON-ADD
1	OPIM	1000FT. 2 CONDUCTOR 14GA. FPL <u>WIRE</u>
1	FASA	FIRE ALARM-SYSTEMS AGREEMENT

TOTAL NET COST F.O.B. SHIPPING POINT \$2,130.00

BUILDING SYSTEMS QUOTATION



Simplex Time Recorder Co.
100 Simplex Drive
Westminster, MA 01441-0001 U.S.A.

No: 375-WB0102-11 MCLEAN CO. RESCUE/ESDA BLDG.

PG. 2 of 4
Date: 02-14-2001

COMMENTS

.....
THIS QUOTATION IS BASED UPON AN NFPA/ADA COMPLIANT LIFE SAFETY SYSTEM, AND INCLUDES THE 1ST YEAR OF MONITORING BY SIMPLEX CENTRAL STATION (SECOND YEAR \$408.00, LESS IF MULTI-YEAR CONTRACT), AND INCLUDES THE FOLLOWING:

1. ALL EQUIPMENT LISTED HEREIN
2. FULL 1 YEAR WARRANTY
3. SHIPPING AND HANDLING (EXCLUDES TAXES)
4. TECHNICAL ASSISTANCE BY A SIMPLEX TECHNICAL REPRESENTATIVE.
5. FINAL CHECKOUT/PROGRAMMING, CERTIFICATION AND DEMONSTRATION OF PRODUCTS INCLUDED IN THIS QUOTATION ONLY.
6. SHOP DRAWINGS OR SUBMITTALS AS SPECIFIED/REQUIRED

PULL STATION DEVICES FLUSH MOUNT TO STANDARD SINGLE GANG SWITCH BOX 3"H X 2"W X 2-1/2"D.

HORN/STROBES AND STROBE ONLY DEVICES MOUNT TO 4"SQ 1 1/2" DEEP RACO #191 OR SINGLE GANG RACO #519 OR EQUAL.

ALL BACKBOXES, WIRE AND CABLE UNLESS OTHERWISE NOTED ARE SUPPLIED BY THE OWNER/INSTALLER.

BUILDING SYSTEMS QUOTATION

Simplex Time Recorder Co.

100 Simplex Drive

Westminster, MA 01441-0001 U.S.A.

No: 375-WB0102-11 MCLEAN CO. RESCUE/ESDA BLDG.

PG. 3 of 4

Date: 02-14-2001

SIMPLEX BUILDING SYSTEMS GENERAL TERMS AND CONDITIONS OF SALE

For good and valuable consideration, the parties agree that the terms and conditions contained herein are the sole terms and conditions of sale and/or for service and represent the sole and complete Agreement between the parties and supersede all prior oral and/or written representations, understandings, proposals, agreements, and communications regarding the subject matter hereof. The parties agree that no additional terms will be binding upon Simplex even if they appear on Purchaser's formal purchase order, acceptance form, or any other of Purchaser's documents unless signed by an authorized representative of Simplex at its headquarters in Westminster, Massachusetts.

1. **VALIDITY PERIOD:** The price quotes provided are valid for 30 days unless otherwise specified in writing by Simplex.

2. **PAYMENT TERMS:**

A. **GENERAL PAYMENT TERMS** are net thirty (30) days from date of invoice where satisfactory open account credit is established and maintained. Simplex reserves the right to revoke or modify Purchaser's credit at its sole discretion. A mobilization payment up to fifty percent (50%) will be invoiced upon acceptance of customer's order. Progress payments to one hundred percent (100%) of order value will be invoiced monthly based upon equipment delivered or stored and work performed. At Simplex's sole option, Purchaser shall pay cash in advance, or upon delivery, or as otherwise specified by Simplex. In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, Simplex shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid. Further, in the event payment is not received according to Terms, Simplex may, at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by Simplex in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.

B. **CUSTOM SOFTWARE PAYMENT TERMS** are as provided in section A. above with the following exceptions. A non-refundable twenty percent (20%) initial payment will be invoiced upon acceptance of Purchaser's order. A non-refundable progress payment of forty percent (40%) of order value will be invoiced upon Purchaser's approval of a Custom Software Development Specification. The final forty percent (40%) payment will be invoiced upon delivery by Simplex of Custom Software.

C. **SECURITY SYSTEM / ACCESS CONTROL SYSTEM PAYMENT TERMS** are as provided in Section A. above with the following exceptions. A non-refundable 20% down payment is required with Purchaser's order. Progress Payments will be invoiced based upon shipments to Purchaser.

D. **CANCELLATION:** Any cancellation must be made in writing. Recognizing that Simplex's damages arising from cancellation will be difficult to estimate or determine, the following charges shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs Simplex will actually incur in reliance upon this Agreement, and not as a penalty: If, prior to shipment, Purchaser cancels this Agreement or any portion thereof, for any reason not attributable to Simplex, Purchaser agrees to pay Simplex an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after Simplex receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay Simplex an additional amount equal to 20% of the value of the returned products to cover the estimated costs of transportation and restocking.

3. **SIMPLEX SERVICES:** Purchaser further agrees that Simplex offers various levels of services and that the Purchaser, after reviewing the same, has contracted with Simplex to perform only the services described in writing in this Agreement. Simplex denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for, Simplex denies any supervisory role and this Agreement shall not commit Simplex to any supervisory role, including, but not limited to, the placement or routing of any wires or other Product.

If this Agreement includes a quote for Monitoring Services to be supplied by Simplex, Purchaser agrees for himself, and any assignees to this Agreement, that Simplex shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign a Simplex Monitoring Agreement approved and signed by an authorized representative of Simplex.

If this Agreement includes a quote for Maintenance Services to be supplied by Simplex, Purchaser agrees for himself, and any assignees to this Agreement, that Simplex shall have no duty to perform such Maintenance Services until and unless the Purchaser and any assignee, including but not limited to the end-user, agree to and sign a Simplex Maintenance Service Agreement approved and signed by an authorized representative of Simplex.

4. **SHIPMENT:** All Equipment is shipped F.O.B. shipping point.

5. **SECURITY INTEREST:** The Purchaser grants to Simplex, and Simplex retains, a security interest in all Product, Software, and proceeds thereof shipped pursuant to this Agreement until the Purchaser shall have made full payment for the Product. Such interest is intended to be effective as a purchase money security interest. Purchaser agrees that Simplex may file this Agreement as a financing

statement. In the event of failure to make payment on the due date in accordance with terms designated the entire balance shall become due and payable at once. In case of default of payment, and to the extent permitted by law, Simplex shall have the right to take possession of the Product or Software immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said Product or Software. For the purpose of assisting Simplex in perfecting its security interests in any Simplex Product or Software delivered to the Purchaser, Purchaser agrees to inform Simplex immediately if any other entity has or may have any security interest, perfected or otherwise, in the Simplex Product or Software described on the face of this Agreement and shipped to Purchaser. The Purchaser agrees to pay Simplex's costs of collection including without limitation reasonable attorneys fees and legal expenses, and that the same are secured by the security interest granted herein. The Purchaser shall not sell, prior to payment, (except in the ordinary course of business), mortgage, pledge, or lease said Product or Software without prior written permission of Simplex.

6. **LIMITATION OF WARRANTY:** Purchaser understands that Simplex is not an insurer. Subject to the limitations below, Simplex warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of the Product or 18 months after Product shipment whichever is earlier, provided, however, that Simplex's sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which Simplex determines to be defective, at Simplex's sole option and subject to the availability of service personnel and parts, as determined by Simplex. Simplex warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Simplex does not warrant devices designed to fail in protecting a system such as, but not limited to, fuses and circuit breakers.

Simplex warrants that any Simplex Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. Simplex's sole obligation with respect to Software, and purchaser's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AS DETERMINED BY SIMPLEX AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty service will be performed at no charge between the hours of 8:00 am to 5:00 PM local time, Monday through Friday exclusive of Simplex's holidays. Warranty service requested to be performed at other than during Simplex's normal work hours shall be chargeable at Simplex's standard overtime rates. All repairs or adjustments that are or may become necessary under the warranty provisions of this Agreement shall be performed only by an authorized representative of Simplex. Any repairs, adjustments, or interconnections performed by the Purchaser or anyone other than an authorized Simplex representative shall void all warranties.

7. **LIMITATION OF LIABILITY:** SIMPLEX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OR DAMAGE TO THE PURCHASER OR USER OF THIS PRODUCT AND/OR SOFTWARE ARISING OUT OF, AMONG OTHER THINGS, THE OPERATION OR FAILURE OF THE PRODUCT AND/OR SOFTWARE TO OPERATE, THIS AGREEMENT, THE INSTALLATION, USE, DESIGN OR FUNCTION OF ANY SIMPLEX PRODUCT AND/OR SOFTWARE.

8. **LIMITATION OF REMEDY:** It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss or injury would be proximately caused by the failure of Simplex's Product and/or Software to operate, or to operate properly, or Simplex to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL SIMPLEX'S LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY SIMPLEX, BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL SIMPLEX BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY, THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes Simplex to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that Simplex is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser.

BUILDING SYSTEMS QUOTATION



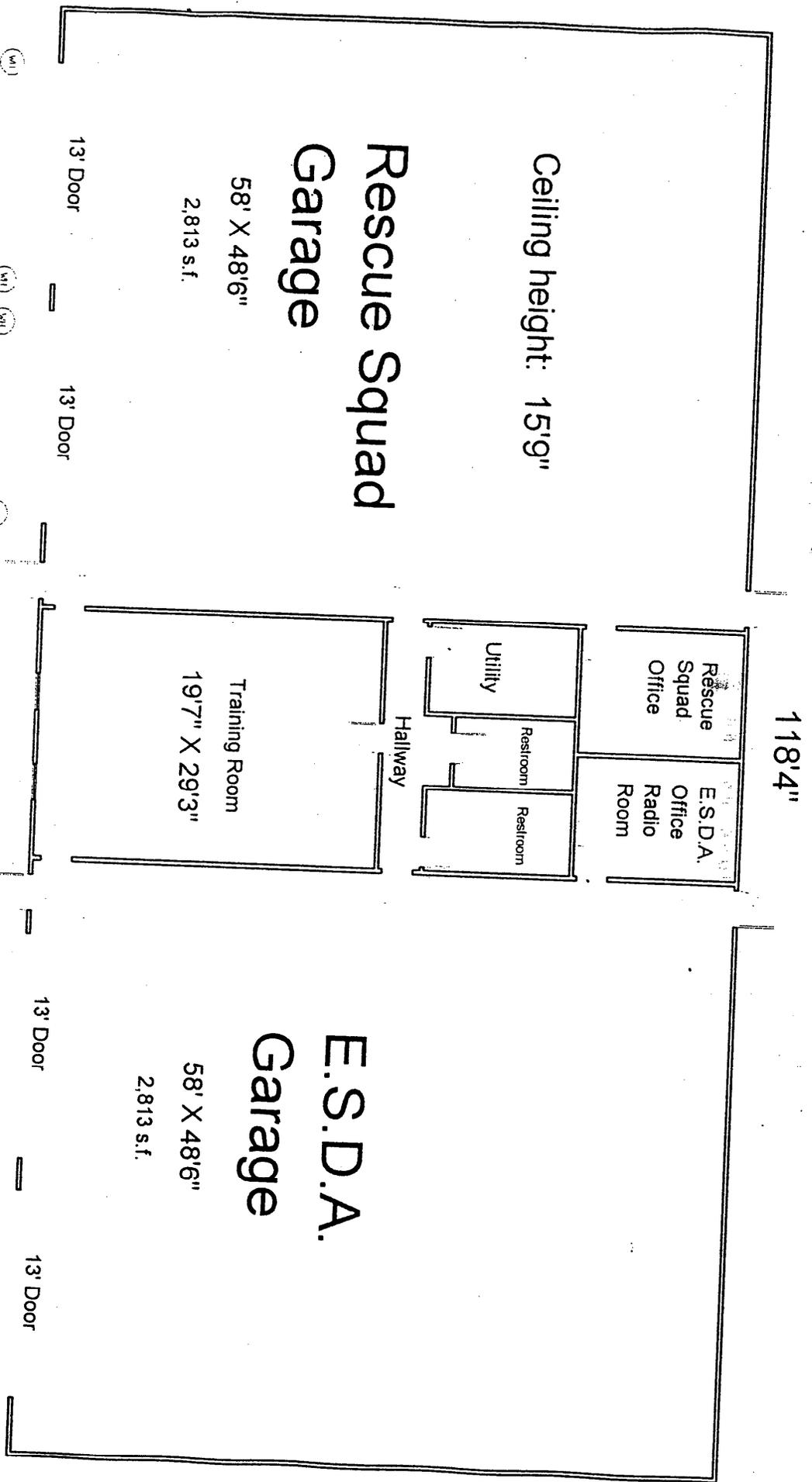
Simplex Time Recorder Co.
 100 Simplex Drive
 Westminster, MA 01441-0001 U.S.A.

No: 375-WB0102-11 MCLEAN CO. RESCUE/ESDA BLDG.

PG. 4 of 4
 Date: 02-14-2001

9. **INSURANCE OBLIGATIONS:** It is understood and agreed by the Purchaser that Simplex is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the Simplex Product, Software or Services, which form the basis of this Agreement, are delivered, assembled, installed, used, or performed. The Purchaser agrees to list Simplex as an additional insured on all such policies and to provide Simplex a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to Simplex.
10. **WAIVER OF SUBROGATION:** Purchaser does hereby for itself and all other parties claiming under it release and discharge Simplex from and against all hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or any other third party will have any right of subrogation against Simplex.
11. **LIMITATION ON ACTIONS:** The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against Simplex, its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 4 above.
12. **DRAWINGS:** All drawings and wire diagrams provided by Simplex in connection with this Agreement are protected under United States Copyright Laws and intended solely for the use of the installing contractor as a general guide for the installation of the System. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Simplex at the time of the bid and are NOT intended to be System design or approval documents. Simplex is not a design professional. Under no circumstances is any clause in this Agreement or any actions taken by Simplex to be construed in such a way as to impose upon Simplex the duties or liabilities of a design professional.
13. **CHANGE ORDERS:** This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives.
14. **SOFTWARE LICENSE AND USE:** Software Products provided by Simplex are licensed, not sold, to the Customer. Customer has only a non-exclusive, non-transferable license to use the Software ("License"). Simplex retains all right, title and interest to the Software. In some cases, Simplex may have a right to relicense the Software. "Software" shall mean any part of Software provided by Simplex in machine readable form indicated on this Agreement or contained in any Simplex Product indicated on this Agreement or ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and at the Product Site listed herein. Any Software received by Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. Simplex may terminate this License if Customer: (1) fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; or (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return the Software to Simplex and destroy all copies of the Software, including memory or storage copies.
15. **PROTECTION AND NON-DISCLOSURE:** Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of Simplex's rights. Customer may duplicate Software only for internal use on the Product according to Simplex instructions. The Simplex legend restricting Software use must appear on any copies of the Software. Customer shall not reverse compile the Software.
16. **TITLE:** The Software and any relevant Product as described in this Agreement shall remain the personal property of Simplex, even if attached to realty or other property. Customer shall not sell, assign, encumber or remove the Product or Software without the prior written consent of Simplex. Customer shall perform all necessary acts to preserve and protect the right, title and interest of Simplex in the Product and Software including but not limited to signing any financing statements or other documents requested by Simplex or its agents. Simplex may inspect the Product and Software during normal business hours and may affix labels or notices of ownership on the Product and Software.
17. **FORCE MAJEURE:** Simplex shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond Simplex's control.
18. **TAXES, LICENSES AND PERMITS:** The Purchaser is responsible for obtaining all licenses, and permits and for paying all applicable taxes and fees unless otherwise agreed to in writing.
19. **INSTALLATION:** The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
20. **DRUG FREE WORKPLACE POLICY:** Simplex has a written drug free workplace policy available for review by written request.
21. **EXPORT COMPLIANCE:** All sales hereunder shall at all times be subject to the export control laws and regulations of the Government of the United States. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise, except as said laws and regulations may expressly provide. Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify Simplex for any and all damage arising from the violation of any export law or regulation with respect to any goods delivered to Purchaser or at Purchaser's direction. Said damages include, but are not limited to, legal fees, court costs, export fees, and any and all other resulting costs and expenses.
22. **EVENTS OF DEFAULT:** Purchaser shall be in default of this Agreement upon the occurrence of, but not limited to, any of the following:
 - A. The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement;
 - B. The Purchaser's failure to perform any obligation under this Agreement;
 - C. An order, judgment or decree entered, with the approval or consent of Simplex, by any court of competent jurisdiction, approving a petition seeking reorganization of the Purchaser or appointing a receiver, trustee, or liquidator (or other officer having power, under applicable law, similar to those of a receiver, trustee, or liquidator) of the Purchaser or of all or a major portion of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
 - D. The Purchaser fails to provide Simplex with adequate assurances of due performance under the Agreement, after receiving a written request for same from Simplex;
 - E. The Purchaser's financial position materially deteriorates; or
 - F. The Purchaser shall cease to do business as a going concern.
23. **GENERAL:** Any provision of this Agreement which is prohibited by the law of any state shall, as to such state, be ineffective to the extent of such provision without invalidating the remaining provisions of the Agreement. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

<p>Offered By: Simplex Time Recorder Co. 1090 N. MAIN STREET EAST PEORIA, IL 61611</p> <p>Telephone: 309-694-8000 Representative: WADE A. BERRY</p>	<p>Accepted By: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p>
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Rescue Squad/ESDA Building

Normal, IL

ESDAGAR.PL1

Drw by: J. Moody
Revised: 2/14/01

Rescue Squad
Garage
58' X 48'6"
2,813 s.f.

E.S.D.A.
Garage
58' X 48'6"
2,813 s.f.

6,844 s.f. Total

Ceiling height: 15'9"

118'4"



FACILITIES MANAGEMENT

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

A handwritten signature in black ink that reads "Jack E. Moody". The signature is written in a cursive style and is positioned over the printed name and title of the sender.

Date: March 2, 2001

Subj: **Request: Install a Fire Alarm System in ESDA/Rescue Squad Garage**

One McLean County facility remains unprotected in the event of a fire emergency. The ESDA/Rescue Squad Garage located behind the Fairview Building in Fairview Park, Normal, Illinois, is a garage that houses emergency vehicles and equipment. This facility is normally unmanned during the day. Trucks, jeeps, boats, diving equipment, chain saws, and many other gasoline operated pieces of equipment are stored in this location. This building has no installed automatic fire alarm notification system. This request proposes to install a new Simplex fire alarm system and bring this facility on-line with the Normal Fire Department through the MetCom Center.

We have had several discussions with Mr. Jim Wahls, Director of ESDA and Mr. O.B. Streeper, Director of the Rescue Squad. Both are in agreement that this facility should have a fire alarm system installed. Mr. Jim Wahls has available funding on hand to pay for the equipment. County staff would install it and then ask the vendor to inspect and certify the installation and then test it to the Normal Fire Department through MetCom.

Attached, we are providing a CADD drawing of the building showing the ESDA and Rescue Squad operation locations and the center core training and support spaces of this facility. We will be using Normal Fire Department approved notification appliances and we will be using approved devices that meet the American's with Disabilities Act (ADA) codes for compliance.

Also, attached is the proposed quote from Simplex in the amount of \$2,130.00 for the entire system. Mr. Jim Wahls has agreed to completely fund the purchase of the equipment. The applicable ESDA account is 0001-0047-0052-0839.0001.

Simplex is offering the first year monitoring at no cost to McLean County. The cost for monitoring the second year (FY 2002) is \$408.00 per year, or \$17.00 a month each for ESDA and the Rescue Squad.

Fire Alarm System

March 2, 2001

Page two

This is the last County facility not automatically protected by an installed fire alarm system. County Facilities Management staff, ESDA staff, and Rescue Squad staff jointly request and recommend approval and that Facilities Management be authorized to order, install, and have the installation certified at time of installation completion.

Thank you for your kind consideration of this request.

JEM:

Enclosures

Cc: Mr. Jim Wahls, ESDA

Mr. O.B. Streeper, Rescue Squad

Mr. Eric T. Ruud, Chief Civil Assistant States Attorney



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 12, 2001

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from Uniquely Bloomington! to use the North Courtyard of the Law and Justice Center for the annual American Heart Walk which is scheduled for Saturday, September 29, 2001, from 7:00 a.m. to 12 NOON.

Respectfully submitted,

The PROPERTY 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
PA. "Sue" Berglund

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



FACILITIES MANAGEMENT

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: March 2, 2001

Subj: **Request from the American Heart Association**

On February 28, 2001, we received the attached request from Mr. Michael McNeil of Uniquely Bloomington!, on behalf of the American Heart Association's request to use the north courtyard of the McLean County Law and Justice Center as headquarters for the annual American Heart Walk scheduled to be held in downtown Bloomington on Saturday, September 29, 2001, from 7:00 a.m. until 12:00 p.m. Last year approximately 500 walkers signed up to participate in this event.

This event was held last year at the north courtyard of the Law and Justice Center with no problems. The building will remain locked and closed during this event. The organizers would like to again have the band-shell of the City of Bloomington brought to the front of the facility for use during the event. McLean County would permit use of the existing electrical outlets already located at various points on the front of the building.

Because no other event is scheduled to be held in the north courtyard on that date and because this is a very peaceful event which requires no effort on the part of McLean County other than the use of the electrical outlets, staff therefore forwards their request for your kind consideration and approval.

If we can answer any questions, please contact us at your convenience.

Thank you.

JEM:
enclosure

Date: 2/28/01
Sender: "Michael J. McNeil" <mmcneil@davesworld.net>
To: Jack E. Moody
cc: <PGrossell@heart.org>
Priority: Normal
Subject: Heart Walk 2001

Jack,

As we discussed The American Heart Association would like to hold the HeartWalk downtown again this year. Thanks to the County it worked very well last year and we would like your permission to use the space again this year.

DATE: September 29, 2001

TIME: 7:00 AM to Noon

PLACE: North of the Law and Justice Center

We will again be requesting the stage form the City of Bloomington and it will be located on the concrete sidewalk just north of the Center. We will also need power for a live band on the stage. We will be responsible for the clean up. Last year we had about 500 walkers.

If you have questions you can reach me at the Uniquely Bloomington! office, 829 9599, fax 829 9925, or by email. The office is located at 104 W. Monroe.

Thanks for you help and I hope we can repeat this successful event.



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 12, 2001

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the City of Bloomington to place pieces of corn art on the grounds of the Old Courthouse and at the northeast corner of the Law and Justice Courtyard. This request is part of the City of Bloomington "CORN-ON-THE-CURB" Summer 2001 Celebration.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
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

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David F.W. Setzer

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P.A. "Sue" Berglund

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Tarl Renner

District #9
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Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls



FACILITIES MANAGEMENT
(309) 888-5192 FAX (309) 888-5209
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: March 12, 2001

Subj: Corn-on-the-Curb Project

On March 12, 2001, we received the attached letter from Ms. Marlene Gregor, Chair, Corn-on-the-Curb project, requesting to again place decorative Corn-on-the-Curb art pieces on the grounds of County property beginning on May 17, 2001, to remain on display until mid-October, 2001.

Last year the County granted permission to this group to display the corn art at the old Courthouse and at the northeast corner of the Law and Justice Center (actually in the Abraham Lincoln Memorial parking deck at the northwest corner of that property). This year, the committee is requesting to display a total of six (6) corn pieces at the old Courthouse, an increase of two (2) from last year. Mr. Greg Koos, Executive Director, McLean County Museum of History, has granted permission for the artwork to be displayed on the grounds of the old Courthouse.

The Corn-on-the Curb committee takes excellent care of the artwork during the length of the event through October. We had a very positive experience last year and noted that many out-of-town interested people came to Bloomington just to see the pieces of artwork.

Because their request poses no disruption to the County and because this is such a positively received event, facilities management requests and recommends approval of the attached request.

Thank you for your kind consideration of this request.

JEM:
Enclosure



CORN-ON-THE-CURB

March 7, 2001

McLean County Board
Att'n: Jack Moody
104 W. Front Street
Bloomington, IL 61702-2400

RECEIVED
MAR 12 2001
Facilities Mgt. Div.

Re: "Corn-on-the-Curb" Project

Dear Members of the McLean County Board and Jack Moody,
Thank you so much for permission to display six pieces of the Corn-on-the-Curb last summer on county property. The project was very well received. Having the corns so prominently display around the Courthouse Museum did make a difference. The community loved the corns and is eagerly waiting for their return.

This letter is a similar request. We seek permission to show six corns from mid-May to mid October at the same locations – five at the Courthouse lawn and one by the Farmer's Market near the Law & Justice Center.

The corns are in two sizes. Last year's model is six feet tall and 30" diameter and on a round concrete base. This year we are adding twelve new ones that are seven feet tall and 30" diameter. All are decorated by local artists and will be painted with a family-acceptable motif.

Dean Kohn of the Parks and Recreation Department is responsible for the bases and installation of the pieces. Dean promises to return each site to its original condition. It may be necessary to use sod replacements on any areas of bare grass.

We propose to install one piece at the northeast corner at the Law & Justice Center near the Farmer's Market area, and the others on the corners of the old Courthouse Museum. Greg Koos has granted permission for this project.

The installation of the corn art will take place sometime around May 17. On May 19th a special event, "Keep the Bloom in Bloomington", will take place around the Square. The day's activities will include planting sixty flower pots (called Adopt-a-Pot), a program of spring celebration with street entertainment, a residential tour, a Maypole Dance, and the 2001 version of the corn.

We appreciate your kind consideration of this project. Thank you.

Sincerely,

Marlene Gregor, Chair

100 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157
609.434.2210 tel
309.434.2802 fax
For Hearing Impaired
609.434.2951
an equal opportunity
employer



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

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

April 12, 2001

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the Bloomington Order of the Elks, Lodge #281 to use the Annex Parking Lot at 109 South Madison Street, Bloomington, for an annual Elks Lodge event that is scheduled for Friday, May 4, 2001, from 5:00 p.m. until 1:00 a.m.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
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FACILITIES MANAGEMENT

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: March 21, 2001

Subj: **Bloomington Lodge No. 281 Order of the Elks Request**

On March 21, 2001, we received the attached letter from Bloomington Lodge No. 281 Order of the Elks requesting permission to use the Annex Parking Lot located at 109 S. Madison Street, Bloomington, Illinois, for parking on Friday, May 4, 2001, from 5:00 p.m. until 1:00 a.m. for their annual event.

This request has been granted each year by the McLean County Board for the Elks annual event. The time period is "after-hours" for County employee parking, therefore, the parking lot is empty during this time period. County staff merely removes the parking gates at the end of the day and then replaces them early the next morning. We have never experienced any problems associated with this event. The parking lot is always clean the next day.

Facilities Management respectfully requests and recommends approval of the attached request from the Elks club for their annual event.

Thank you for your kind consideration of this request.

JEM:
Enclosure

Elks2001.Doc



A
FRATERNAL
ORGANIZATION

BLOOMINGTON LODGE NO. 281
The Benevolent and Protective
Order of Elks, Inc.

110 N. MADISON ST.
BLOOMINGTON, IL 61701
309/828-2015

RECEIVED

MAR 21 2001

Facilities Mgt. Div.

Dear Mr. Moody;

I am writing to request the use of the Annex Parking lot at 109 S. Madison St. on Friday May 4th from 5:00 pm to 1:00 am . We would greatly appreciate your help in this matter. If you need any further information, you may reach me at 309-828-2015.

Fraternally;

Joel R. Pascua
Food & Beverage Director

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF LLOYD POWER
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Lloyd Power as a Trustee of the Bellflower Fire Protection District, it is advisable to consider a reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lloyd Power as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

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

ADOPTED by the County Board of McLean County, Illinois, this 20th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS)
)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF LOWELL T. HOFFMAN
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Lowell T. Hoffman as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lowell T. Hoffman as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Lowell T. Hoffman and William Wetzel, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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16

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A TRUSTEE OF THE
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Diane Bostic as a Trustee of the Danvers Fire Protection District, it is advisable to consider a reappointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Diane Bostic and Mark McGrath, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

e:\annlapt\fd_bostic.res

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF EDWARD McCONKEY
AS A TRUSTEE OF THE
LEROY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Edward McConkey as a Trustee of the LeRoy Fire Protection District, it is advisable to consider a reappointment to this position; and,

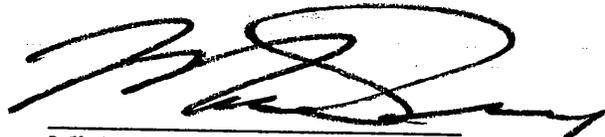
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Edward McConkey as a Trustee of the LeRoy Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

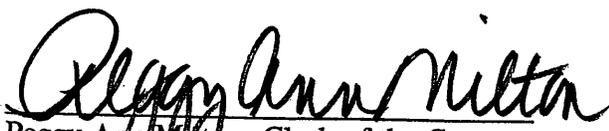
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Edward McConkey and Hunt Henderson, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)

COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF DONALD RIDDLE
AS A TRUSTEE OF THE
LEXINGTON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Donald Riddle as a Trustee of the Lexington Fire Protection District, it is advisable to consider an appointment to this position; and,

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald Riddle as a Trustee of the Lexington Fire Protection District for a term of three years to expire on the 30thth day in April, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Donald Riddle and Tom Shields, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF RON FITCHHORN
AS A TRUSTEE OF THE
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Ron Fitchhorn as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment to this position; and,

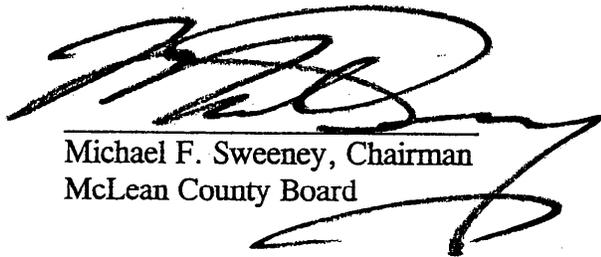
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Ron Fitchhorn as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Ron Fitchhorn and Ralph Turner, Attorney for the District.

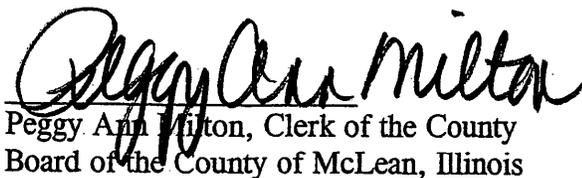
ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF VERNON D. TERRELL
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

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

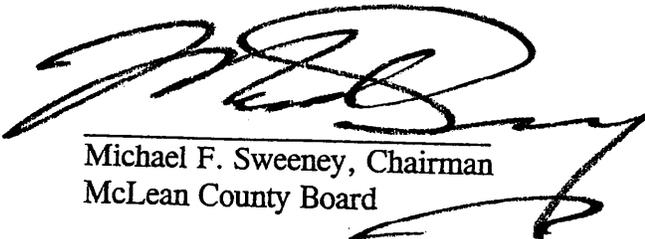
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Vernon D. Terrell as Trustee of the Randolph Fire Protection District for the remainder of a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Vernon D. Terrell and James DePew, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DAN TRAEGER
AS A TRUSTEE OF THE
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2001 of Dan Traeger as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment to this position; and,

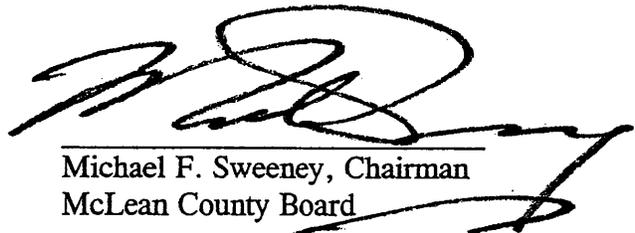
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dan Traeger as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

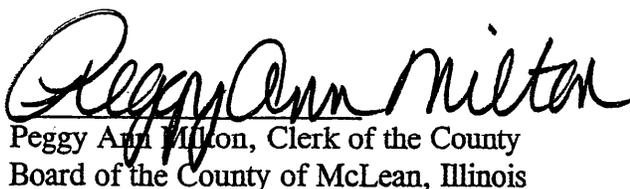
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Dan Traeger and William Bach, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DONALD W. NELSON
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

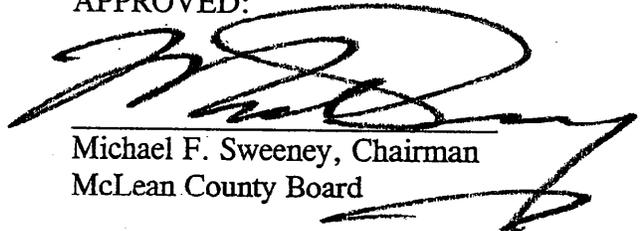
WHEREAS, due to the expiration of term of Donald W. Nelson, as Trustee of the Clearview Sanitary District, it is advisable to consider an reappointment to this position to fill the unexpired term; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore, BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald W. Nelson as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2004, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Donald W. Nelson and Dan Deneen, Attorney for the Clearview Sanitary District.

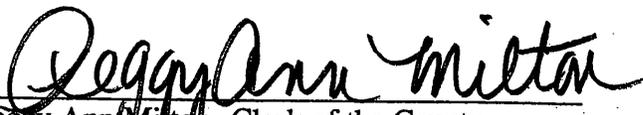
ADOPTED by the County Board of McLean, County, Illinois this 17th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS)
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COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF KEN SCHROEDER
AS A TRUSTEE OF THE
BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

WHEREAS, due to the expiration of term of Ken Schroeder as a Trustee of the Bloomington-Normal Water Reclamation District, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 2805/3 and 70 Illinois, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Ken Schroeder as a Trustee of the Bloomington-Normal Water Reclamation District for a three year term scheduled to expire on the first Monday in May, 2004 or until a successor shall have been qualified and appointed.

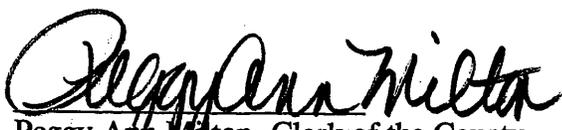
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Ken Schroeder and Peter Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS)
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COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF GEORGE M. WALDEN
AS A COMMISSIONER OF THE
BLOOMINGTON-NORMAL AIRPORT AUTHORITY

WHEREAS, due to a vacancy on the Bloomington/Normal Airport Authority, it is advisable to consider an appointment to this position; and,

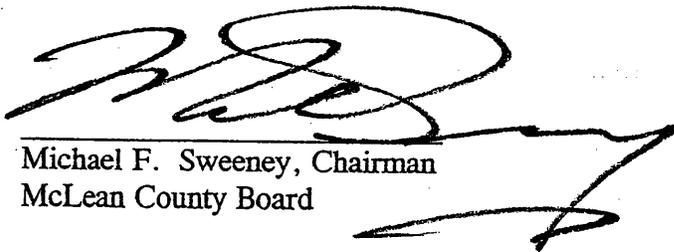
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of George M. Walden as a Commissioner of the Bloomington-Normal Airport Authority for a term of five years scheduled to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to George M. Walden, the Bloomington-Normal Airport Authority and Mr. William Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

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A RESOLUTION FOR APPOINTMENT OF WARREN J. BANE
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

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

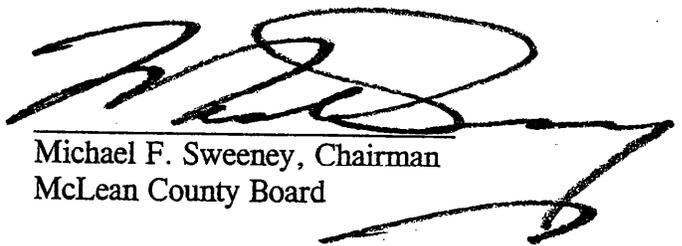
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Warren J. Bane as Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Warren J. Bane and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DAVID D. YODER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the vacation of term by Lester Yoder, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2001, it is advisable to consider an appointment to this position; and

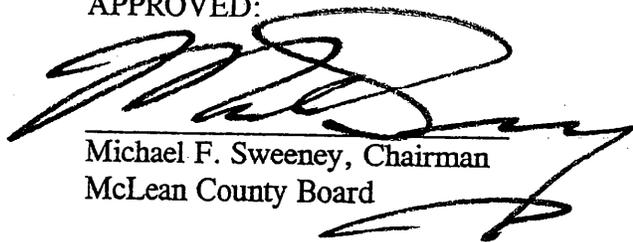
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of David D. Yoder as a Trustee of the Pleasant Hills Cemetery Association for the remainder of a six-year term to expire on November 1, 2001, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to David D. Yoder, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

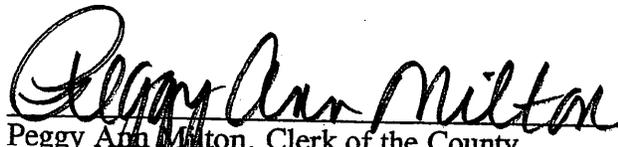
ADOPTED by the County Board of McLean, County, Illinois this 17th day of April, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:
Member Rodman presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Metcalf Laboratory School 8th Grade boy's basketball team during the 2000-2001 basketball season; and,

WHEREAS, the Metcalf Laboratory School 8th Grade boy's basketball team won the LeRoy Tip-Off Tournament Championship and finished the 2000-2001 season with a record of 26 victories and only 1 defeat, and;

WHEREAS, the Metcalf Laboratory School 8th Grade boy's basketball team recently won the Illinois Elementary School Association Class 8A State Title by defeating West Lincoln Broadwell in the Championship game by a score of 41 - 33; and,

WHEREAS, Coach Mel Thake was named the Illinois Basketball Coaches Association District #15 Junior High Boys "Coach of the Year," and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach Mel Thake and Team Members Andrew Bass, Mike Erdman, Kevin Graden, Jesse Hahn, Nick Holtzman, C.J. Johnson, Joseph Martens, Mike McKinzie, Mike McMillan, Nnaemeka Nnamani, Kevin O'Malley, Ben Reeser, Collin Reeser, Michael Rice, and Team Manager Jacob Weis; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Metcalf Laboratory School 8th Grade boy's basketball team are to be congratulated on winning the Illinois Elementary School Association Class 8A State Basketball Championship and on an outstanding season.

ADOPTED by the McLean County Board this 17th day of April, 2001.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

The Board recognized the Metcalf Laboratory School Eighth Grade Boys Basketball Team for their outstanding 2000-2001 season. Coach Thake introduced the team members.

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

EXECUTIVE COMMITTEE:
Member Sorensen presented the following:

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN AMENDED
ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2001

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (1994), Chapter 5, Section 120/2.02; and,

WHEREAS, the Rules Committee, a Subcommittee of the Executive Committee, has recommended that the Ordinance Establishing County Board Meeting Dates for Calendar Year 2001 be amended to provide for three afternoon meetings of the County Board; now, therefore,

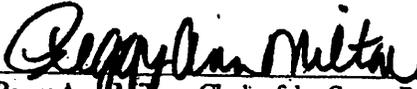
BE IT ORDAINED by the McLean County Board that: (1) the regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2001:

Tuesday	January 16, 2001	9:00 a.m.
Tuesday	February 20, 2001	9:00 a.m.
Tuesday	March 20, 2001	9:00 a.m.
Tuesday	April 17, 2001	9:00 a.m.
Tuesday	May 15, 2001	9:00 a.m.
Tuesday	June 19, 2001	9:00 a.m.
Tuesday	July 24, 2001	9:00 a.m.
Tuesday	August 21, 2001	5:00 p.m.
Tuesday	September 18, 2001	5:00 p.m.
Tuesday	October 16, 2001	5:00 p.m.
Tuesday	November 20, 2001	9:00 a.m.
Tuesday	December 18, 2001	9:00 a.m.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

After introducing Bria Perkins, Member Sommer asked Member Sorensen to present the following request. Member Sorensen introduced Brett Miller. Members Sorensen/Renner moved the County Board approve an Amended Ordinance Establishing County Board Meeting Dates for Calendar Year 2001 - Rules Committee. Discussion followed. Clerk Milton shows the roll call vote as follows: Bostic-no, Emmett-no, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-no, Salch-no, Segobiano-no, Selzer-yes, Sommer-no, Sorensen-yes, Arnold-no, and Berglund-no. Motion carried ten to eight.

Member Sorensen presented the following:

MCLEAN COUNTY REVISED CODE RULES OF THE COUNTY BOARD 5.11
CHAPTER 5 - COUNTY BOARD

**RULES OF THE COUNTY BOARD
OF MCLEAN COUNTY**

PREAMBLE

The members of the County Board of McLean County, Illinois wish to individually and collectively express their expectation and intent that all Board members follow a high standard of ethical behavior in exercising their duties, responsibilities and judgment as Board members. All members of the McLean County Board shall:

1. Strive to handle County affairs with a deep sense of responsibility, upholding the spirit as well as the letter of the law and constitution.
2. Strive to faithfully perform all duties as Board members by studying Board issues and by attending all sessions of the Board and assigned Committees, unless prevented from so doing by a compelling reason.
3. Strive to avoid participation in any action, which would result in a conflict of personal interest with County responsibility.
4. Strive to refrain from obtaining improper personal benefit with regard to public funds, equipment, property, or the services of employees.
5. Strive to respect the confidentiality of privileged information.
6. Strive to refrain from accepting gifts, favors or promises of future benefit, which could tend to impair independence of judgment or action as a Board member.

The following rules shall govern the County Board of McLean County, Illinois.

5.10 APPLICABLE FEDERAL AND STATE LAWS. The McLean County Board in carrying out its duties and responsibilities shall be governed by all applicable federal and state laws and regulations.

5.11 ORGANIZATION AND OFFICERS

5.11-1 Initial Meeting and Election of Officers

(A) In years of County Board elections, the initial meeting of the County Board (hereinafter called the "Board") shall be on the first Monday in December. The

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County Clerk shall call the meeting to order and preside during the election of a Temporary Chairman. A vote of the majority of the members of the Board shall be required for the election of a Temporary Chairman. The Chairman and Vice Chairman shall be elected to a two-year term. A vote of a majority of the members of the Board shall be required for election of Chairman and Vice Chairman. All votes shall be publicly recorded. The Board may adopt such other rules as may be necessary to conduct said election.

(B) If, in the event, the Board is unable to meet on the first Monday in December in years following a County Board election, then at least one-third of the members of the Board may request a special meeting of the Board for the purpose of electing officers as provided in Section 5.11-1 (a). Such request shall be in writing, addressed to the County Clerk, and specifying the time and place of said meeting. The County Clerk shall then transmit notice immediately as provided by statute.

5.11-2 General Powers of Chairman. The Chairman shall preside at all meetings of the Board and the Executive Committee. The Chairman shall conduct the business of the meeting in the order prescribed in these rules. The Chairman shall have general powers to recognize members entitled to the floor; to state and to put to a vote all questions which are regularly moved and seconded or which necessarily arise in the course of the proceedings; to announce the results thereof; to protect the Board from all frivolous or dilatory action; to decide all questions of order, subject to an appeal to the Board; in case of disturbances, breach of decorum, or disorderly conduct, to take action pursuant to Section 5.14-12, to assist in expediting the business of the Board and to perform all other duties prescribed by law or by action of the Board. In case of the absence of the Chairman or at the request of the Chairman, the Vice Chairman shall serve as the Chairman at meetings of the Board and Executive Committee. In case of the absence of the Chairman and the Vice Chairman at any meeting, the Clerk shall convene the meeting and the members present shall choose one of their members as temporary Chairman.

5.11-3 Appointment of Standing Committees. The Chairman shall appoint the members of all standing committees not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board. Members of standing committees shall serve for two years. The first member named shall be Chairman and the second named shall be Vice Chairman. In case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof. When a vacancy has been created on a Committee of the Board, the Chairman of the Board shall have the authority to fill the vacancy by shifting a Board Member from another committee, providing the affected Board Member gives consent. Chairmen of standing committees shall serve as members of the Executive Committee, including the Vice Chairman of the Board when not Chairman of a standing Committee. The Chairman of the Board shall appoint the members of all standing and special subcommittees of the Executive

Committee subject to the approval of the Executive Committee.

5.11-4 Clerk of the Board. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board. The Clerk shall be the keeper of the records and the minutes of the Board and its committees and shall be in attendance at all meetings of the Board.

5.11-4.1 Minutes of Closed Meetings or Sessions. Minutes of any closed meeting or session held pursuant to Sections 5.14-11 and 5.15-3(C) shall be reviewed at least semi-annually by the Board for continued confidentiality in accordance with the Illinois Open Meetings Act.

5.11-5 Parliamentarian. The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board. Upon request of the Chairman, the Parliamentarian shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of "Roberts Rules of Order, Revised" shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

5.11-6 Appointment Policy Other Than Board Vacancies. Appointments of officers and/or members to various Boards, Councils, Commissions, Special Authorities, Special Districts, and other agencies shall be made according to law.

5.11-7 Procedure for Filling County Board and Countywide Elected Official Vacancies. When a vacancy in the office of Board Member or Countywide Elected Official occurs, the procedure for filling such vacancy shall be as follows:

(A) When such vacancy occurs, the Chairman shall fix the date upon which the appointment to fill the vacancy shall be made, said appointment to be made at a regular Board meeting not later than sixty days after the vacancy occurs.

(B) Written applications and resumes must be submitted to the office of the County Administrator by 12:00 Noon of the Thursday prior to the regularly scheduled meeting of the Executive Committee in the month in which the appointment is to be made. No applications will be considered unless they have been so submitted and signed by the applicant. The County Administrator shall screen all applications for eligibility and shall mail copies of all applications of all eligible candidates to all Board Members with their packets prior to the Executive Committee meeting.

(C) Any applicant for a County Board seat must be a resident of the Board District in which the vacancy exists and must meet all the qualifications for holding public office. Any applicant for a Countywide Elected Office must be a resident of the County and must meet all the qualifications for holding public office. Each applicant must provide evidence of membership in the same political party as the person whom the

applicant proposes to succeed.

(D) At the regular Executive Committee meeting, all eligible applicants will be invited to address the Executive Committee. ~~The Chairman subject to the approval of the Board will then make an appointment. All voting regarding the appointment shall be by publicly recorded vote.~~ At the next regularly scheduled Board meeting, the Board Chairman will recommend an appointment to fill the vacancy subject to the approval of the Board.

5.12 MEETINGS

5.12-1 Regular Meetings. Regular meetings shall be held monthly on the third Tuesday of each month except when other meeting dates are designated. An annual schedule of meetings shall be published and made available to all members and other interested persons.

5.12-2 Special Meetings. Special meetings of the Board shall be held when requested by at least one-third of the members of the Board. The requests shall be in writing, addressed to the Clerk and specify the time, place and the nature of matters to be considered. The Clerk shall notify each member of the time and place of such meeting by ordinary mail and shall also cause notice of such meeting to be published in a newspaper published in McLean County.

5.12-3 Meeting Time and Place. All regular meetings of the Board shall commence at 9:00 A.M. unless otherwise agreed to by a majority of the members of the Board, in a place designated by the Board Chairman. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

5.12-4 Agenda Preparation. The Chairman, in consultation with the Administrator, shall prepare an agenda for each regular meeting, listing the order of business in as much detail as is sufficient for identification, and shall file the agenda with the Clerk. The agenda shall include a "consent agenda" which shall include all matters that are to come before the Board that in the opinion of the Chairman will be of routine nature.

5.12-5 Resolutions, Reports and Communications. Any committee Chairman, any elected or appointed County official or any other person who desires to present any ordinance, resolution, report or communication to the Board shall deliver a copy of same to the Administrator by the sixth business day prior to the Board meeting. A copy to be presented to the Board for action shall be delivered to the State's Attorney at the same time, unless the State's Attorney prepared it. Matters that are frequently adopted by the Board in the same form except as to certain detail, such as Highway resolutions, need not be so filed with the Administrator or furnished to the State's Attorney. Furthermore, failure to comply with this rule will not prohibit an ordinance, resolution, report or communication from being

considered by the Board.

5.12-6 Agenda Mailing. At least five days before each regular meeting, the Clerk shall send to each member, the following documents:

- (A) Agenda for the next meeting.
- (B) Minutes of the previous meeting.
- (C) Resolutions, ordinances and written reports to come before the Board at the next meeting, which have been filed with the Board Office.
- (D) All committee minutes filed with the Clerk since the previous meeting.
- (E) All other material that in the opinion of the Chairman or Administrator will be of interest to Members.

5.12-7 Resolutions of Congratulations

Any Board member who desires to have the Board adopt a Resolution of Congratulations in recognition to an individual, group achievement, and/or community special event shall forward the Resolution (or the information to be included in the Resolution) to the Administrator's Office one week prior to the Board meeting. The Administrator shall include all such Resolutions on the Consent Agenda of the Board meeting.

In lieu of a formal Resolution of Congratulations, a Board member may move that the Board Chairman prepare a letter of congratulations in recognition of an individual, group achievement and/or community special event. The Administrator shall include all such letters on the Consent Agenda of the next regularly scheduled Board meeting.

5.13 ORDER OF BUSINESS. The order of business before the Board shall be as follows, unless otherwise determined by action of the Board:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Call of Roll
5. Approval of the Proceedings of the County Board

6. Appearance by members of the public and County employees
7. Consent Agenda
 - (A) Highway Department
 - (B) Building and Zoning
 - (C) Transfer Ordinances
 - (D) Resolutions, ordinances, reports and communications from elected and appointed County Officials
 - (E) Appointments
 - (F) Approval of Resolutions of Congratulatory and Commendation
8. Reports of Standing Committees
 - (A) Reports of Special Committees
9. Report of County Administrator
10. Other Business and Communications
11. Approval of Bills
12. Adjournment

5.14 PROCEDURE AT MEETINGS

5.14-1 Quorum. A majority of the members of the Board shall constitute a quorum.

5.14-1.1 Members. Whenever a vacancy (or vacancies) occurs on the Board and upon formal declaration of a vacancy (or vacancies) by the County Board Chairman, the number of members for purposes of defining a quorum shall be reduced by one or more.

5.14-1.2 General Voting. Unless otherwise expressly provided, any action taken by the Board or any Committee shall only require the affirmative vote of the majority of the members present and voting.

5.14-2 Roll Call Vote. A roll call vote of the Board shall be taken by a "yes" or "no" or "present" vote on the following matters:

- (A) Appropriation and tax levy ordinances.
- (B) Any other matter required by law.
- (C) Upon any other matters, when announced by the Chairman or requested by any member, providing such request is made before another item of business has been taken up by the Board.

The Clerk, on a roll call, shall call the names of the members of the Board in alphabetical order, with the first name called each month being the second name called the previous month, except that the Chairman shall be last called last. The Chairman shall be required to vote only when the vote of the Board results in a tie. The Chairman may vote at any time if the intention to vote is announced prior to voting. In any action requiring a roll call vote, if any member asks for and receives unanimous consent of the members present for the Clerk to show all members present as voting in favor of such action, the Clerk shall show and record such vote accordingly.

A member who has voted "yes" or "no" or "present" on a roll call vote shall not be allowed to change that vote on the matter under consideration. A member not voting when called upon by the Clerk will be presumed absent and will not be allowed to cast a vote on the matter under consideration.

5.14-3 Recognition

- (A) Every member previous to speaking or making a motion shall rise and respectfully address the Chairman, be recognized before speaking, and address only the issue under consideration at that time by the Board.
- (B) When two or more members arise at the same time, the Chairman shall recognize the member who is to speak first.
- (C) No person shall speak more than once nor more than five minutes on the same matter without permission from the Chairman.
- (D) A member called to order by the Chairman shall immediately be seated. If there is no appeal, the decision of the Chairman shall be final.

5.14-4 Motion to Adjourn A motion to adjourn shall always be in order and shall be decided without debate, unless a question of the time to adjourn shall occur.

5.14-5 Reconsideration. An action may be reconsidered at any time during the meeting or at the next meeting held thereafter. A motion to reconsider shall {must} be made and seconded by members of the Board who voted on the prevailing side of the question to be

reconsidered.

5.14-6 Second Required. No motion shall be debated or put to a vote unless it is seconded. It shall then be stated by the Chairman before debate or vote and every motion shall be reduced to writing when requested by the Chairman or any member.

5.14-7 Appearance by Non-Members

(A) Any member may request that a County Officer or employee, or other persons, be permitted to appear before the Board on matters of County business, and such request shall be granted by the Chairman unless there is objection by any member, in which event Board action will be required to overrule the Chairman.

(B) All requests by non-members of the Board for appearance before the Board shall be made to the Administrator, in writing with the subject matter stated, not less than five working days before the next scheduled Board meeting. Such appearance with regard to any particular topic shall be limited to a time not to exceed three minutes for each individual, five minutes for a representative spokesman of a group and fifteen minutes total. The Chairman may act to prevent repetition or digression, to maintain decorum and to exclude discussion of matters which have had a previous public hearing conducted according to law, discussion of matters where public comment would interfere with the due process of law or discussion of matters which would be in direct conflict with restrictions placed upon the Board by other applicable law.

5.14-8 Request for Legal Opinions. Requests to the State's Attorney on questions of law shall be submitted in writing by any standing committee established by Section 5.15 of these rules or by the Chairman of the Board. The Chairman and Vice Chairman of the Board and members of the Executive Committee shall receive copies of such requests. Said copies shall also be included in materials distributed to members of the Board as provided in Section 5.12-6 of these rules prior to the next meeting of the Board unless such request originated after said materials have been distributed, in which case such copies shall be distributed at the beginning of the meeting. Any member of the Board desiring an advisory opinion on a matter within the jurisdiction of a standing committee shall submit such request to the appropriate standing committee. If unsuccessful before a standing committee, a member may then take such request in the form of a motion at any meeting of the Board, which shall be granted upon approval by a majority of the members of the Board.

5.14-9 Suspension of Rules. Any of these rules may be temporarily suspended by action of the Board. Immediately upon the termination of the business arising out of the event for which the rules were suspended, these rules shall again be in effect without vote of the Board.

5.14-10 Consent Agenda. All matters on the Consent Agenda that are not removed will be voted on by one roll call vote. An item shall be removed from the Consent Agenda upon the oral request of any member of the Board made prior to the vote. Any matter taken off of the Consent Agenda shall be considered at the time of the standing committee report to which it pertains.

5.14-11 Closed Meeting or Session. Any closed meeting or closed session held by the Board shall be held in accordance with the provisions of the Illinois Open Meetings Act. Neither the news media nor the general public shall be allowed to record the proceedings of any said closed meeting or closed session.

5.14-12 Decorum. During the proceedings of the County Board, decorum shall be maintained at all times by members, interested parties, the public and the media. The Chairman shall be authorized to take appropriate action to maintain said decorum. Decorum during the proceedings of all committee meetings shall be maintained at all times by members, interested parties, the public and the media. The Committee Chairman shall be authorized to take appropriate action to maintain said decorum.

5.15 COMMITTEES - NUMBER, DESIGNATION AND MEMBERSHIP

5.15-1 There shall be six (6) Standing Committees:

(A) The Executive Committee shall have not more than nine members with the membership consisting of the Chairman and the Vice Chairman of the Board and the Chairman of the other standing committees and not more than three (3) members of the Board appointed as at-large members of the Committee by the County Board Chairman.

(B) The Finance Committee, Justice Committee, Land Use and Development Committee, Property Committee, and Transportation Committee; each committee shall have not more than six members each, at the discretion of the County Board Chairman.

5.15-2 Each Board Member shall serve on two or more standing committees at the discretion of the County Board Chairman, with the Chairman of the Board being an ex-officio member of all standing committees. The Chairman's attendance at a committee meeting shall be counted when determining if a quorum is present; however, such attendance shall not increase the number of members constituting a quorum.

5.15-2.1 Recording of Votes. If any action does not require a roll call vote under Section 5.14-2, any member may request the Clerk to record a vote made by said member in the minutes.

5.15-3 Alternate Members and Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned.

(A) An alternate member may be appointed to each standing committee by the Chairman of the Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and shall have all the privileges and duties of a regular member while so serving.

(B) Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

5.15-4 Subcommittees of Standing Committees

(A) Subcommittees of the Executive Committee. There shall be two standing subcommittees of the Executive Committee: the Liquor Control Commission and the Rules Subcommittee, appointed by the Chairman. In addition, the Chairman may create and appoint up to six members to such subcommittees and advisory groups deemed necessary from time to time to more efficiently accomplish the business of the committee. Membership of any subcommittee of the Executive Committee shall consist of Board members but shall not be restricted to members of the Executive Committee. Membership of any advisory group shall not be restricted to Board Members. Except as otherwise provided by statute or ordinance, such subcommittees shall report to the Executive Committee.

(B) Subcommittees of Other Standing Committees. The Chairman of any standing committee may create such subcommittees of his committee as may be necessary from time to time to more efficiently accomplish the business of such standing committee. Appointments to such subcommittees shall be made by the committee Chairman and shall be restricted to members of the standing committee. Except as otherwise provided by statute or ordinance, such subcommittees shall report to their standing committee.

5.16 COMMITTEES-GENERAL FUNCTIONS AND RESPONSIBILITIES OF ALL COMMITTEES

The general functions and responsibilities of all Committees shall be as follows:

(A) With the aid of the Administrator, Auditor, Treasurer and Executive Committee, the Committees shall keep informed concerning appropriations and

budget for activities under the purview of the Committee and to help keep expenditures within the budget.

(B) The Committees shall keep written minutes and to report regularly to the Board the substance of all meetings.

(C) The Committees shall file minutes of all Committee meetings with the Administrator's Office, which shall then be filed with the County Clerk, prior to the next regularly scheduled meeting.

(D) The Committees shall submit to the County Board for consideration all policies and procedures as recommended by the Committee.

(E) The Committees shall act on all matters referred to the Committee by the Chairman of the Board or by the Board itself, in addition to duties otherwise prescribed.

(F) The Committees shall review all requests originated by a Department Head under its oversight for staffing changes which require amendment of the Authorized Positions Resolution and to submit any comments it deems appropriate to the Finance Committee.

(G) The Committees shall keep informed with regard to activities of a department which is under its general supervision or for which it serves as liaison with the Board in instances where such activities are concerned with another committee.

(H) The Committees shall take final action only on those matters authorized herein or by ordinance, resolution or policy adopted by the Board.

(I) The Committees shall allow non-members to appear before the Committees when such appearance is appropriate and does not violate due process of law. A request for such appearance shall be directed to the Administrator in writing with the subject matter stated at least five working days in advance of the meeting. The Committees shall have the right to set reasonable time limits, prevent unruly conduct and require groups to be represented by one spokesman.

(J) The Chairs of the Committees shall set regular Committee meeting dates and times after consultation with the Committee members.

(K) Each Committee Chairman shall require the Administrator or the Administrator's designee to prepare and mail an agenda to all Committee members in advance of a regularly scheduled meeting.

- (L) A majority of the members of a Committee shall constitute a quorum.

5.17 COMMITTEES - FUNCTIONS AND RESPONSIBILITIES OF SPECIFIC COMMITTEES

In addition to the general duties otherwise prescribed, the individual Committees shall have the functions, responsibilities, and areas of jurisdiction and overview as set forth in this section.

5.17-1 Executive Committee

The Executive Committee shall have the following specific functions and responsibilities:

- (A) To provide general direction for all Board programs, business, planning and policy-making functions and to review the reports of Board Committees.
- (B) To exercise general supervision of the administration of all Board affairs, the Administrator's Office, and Information Services Department.
- (C) To act in an advisory capacity to the Chairman of the Board.
- (D) To review and make recommendations for changes in Committee organization and scope and in rules as may be deemed necessary.
- (E) To be responsible for the general overview of, and coordination with, all "Ad-Hoc" Committees, task force and other like organizations as their activities relate to County business, unless specifically under the jurisdiction of another Standing Committee.
- (F) To be responsible for all matters concerning the employment and activities of all consultants, both paid and unpaid, unless specifically under the jurisdiction of another Standing Committee.
- (G) To review and make recommendations to the Board on salaries and compensation of elected and appointed officials; and to be responsible for the performance evaluation of the County Administrator.
- (H) To be responsible for all relationships with other units of government and for all intergovernmental agreements unless specifically under the jurisdiction of another Standing Committee.
- (I) To exercise general supervision over all matters relating to the codification of County ordinances and resolutions.

- (J) To exercise general supervision over any federal or state entitlement programs for which the Board has a responsibility.
- (K) To make recommendations on all emergency appropriations, transfer ordinances, and any transfers from the Contingent Account in all Funds.
- (L) To prepare and submit an annual Budget Policy Resolution to the Board for its approval.
- (M) To direct the County Administrator to prepare, recommend and submit to the appropriate oversight Committees each year a five-year capital improvement program. The five-year capital improvement program shall be updated annually by the County Administrator as a part of the budget process.
- (N) To receive the proposed annual operating and annual capital improvements budgets for each of the departments of County government as recommended by the respective oversight committees; and to study, review and adjust such departmental budget requests in order to accommodate budgetary priorities and fiscal constraints. To then direct the County Administrator to consolidate these adjusted budget requests into a Proposed Budget and Appropriation Ordinance and a Proposed Tax Levy Ordinance that shall be submitted to the Board, with the Executive Committee's recommendation, in accordance with the Statutes of the State of Illinois.
- (O) To serve as liaison in the Board's relationship with external boards and Commissions with which the Board may have a working relationship.
- (P) To be generally responsible for the County's interest in all matters concerned with Federal and State legislation.
- (Q) To develop an annual legislative program of primary County legislative concerns; and said program to be adopted by the County Board in January of each Fiscal Year.
- (R) To engage in a review of all legislation affecting the County which has been introduced in the General Assembly.
- (S) To take action consistent with the best interests of the County on proposed or pending legislation at all stages.
- (T) To take action consistent with the best interests of the County, on existing and proposed rules and regulations issued by agencies of the United States of the State of Illinois.

(U) To be responsible for County government public relations and information matters.

5.17-1.1.1 Liquor Control Commission

The Liquor Control Commission shall have the following specific functions and responsibilities:

- (A) To be responsible for all matters upon which the Commission may be required to act under the regulations of the Liquor Control Ordinance.
- (B) To review and recommend appropriate amendments to such ordinances as may be deemed necessary.

5.17-1.1.2 Rules Subcommittee

The Rules Subcommittee shall have the following specific functions and responsibilities:

- (A) To periodically review the rules of the Board and recommend revisions deemed necessary and appropriate.
- (B) To receive and consider proposals for changes in the rules of the Board and make appropriate recommendations.

5.17-2 Finance Committee

The Finance Committee shall have the following specific functions and responsibilities:

- (A) To exercise continuous review of the overall tax cycle from the initial assessment of property through the tax collection.
- (B) To exercise continuous review of revenues and expenditures, and to identify new or alternative revenue sources for the County.
- (C) To review and make recommendations to the Board with respect to purchasing and contracting policies and procedures.
- (D) To exercise continuous review of the integrated financial management and the accounting and fiscal operations policies.
- (E) To serve as the oversight committee for the office of Supervisor of Assessments.

- (F) To serve as the oversight committee for the Auditor, Recorder, Treasurer, County Clerk, Superintendent of the McLean-DeWitt-Livingston Education Service Region and Bloomington Board of Election Commissioners.
- (G) To be responsible for fiscal instruments.
- (H) To recommend to the Board a public accounting firm to conduct an annual audit of all funds and accounts of the County.
- (I) To be responsible for the County's Risk Management Program including insurance matters.
- (J) Upon completion of each fiscal year's annual audit, to review and recommend the Comprehensive Annual Financial Report and the Annual County Financial Report to the Board for its acceptance prior to their submission to the Illinois State Comptroller.
- (K) To review the outside auditor's management letter, request departmental responses to same, make recommendations to the Board and the various oversight committees, and monitor corrective actions.
- (L) To exercise general supervision over all collective bargaining agreements, employee benefits, and entitlement and recommend changes to the Board.
- (M) To exercise general supervision over the administration of the Position Classification Schedule and the Salary Schedules.
- (N) To prepare and make recommendations to the Board with respect to the Personnel Policies and Procedures Ordinance.
- (O) To consider all requests for compensation changes or reclassification and make a recommendation to the Board, as may be provided in the Personnel Policies and Procedures Ordinance.
- (P) To consider all requests for staffing changes which require amendment to the Funded Full-time Positions Resolution after review by the appropriate Oversight Committee and make a recommendation to the Board.
- (Q) To serve as the oversight Committee for the County Nursing Home and recommend policies and programs for the Nursing Home administration.
- (R) To aid in the coordination of public health activities of the County and to

prepare plans and policies for County participation in physical and mental health programs and make appropriate recommendations to the Board.

(S) To serve as liaison in the Board's relationship with the Board of Health, TB Care and Treatment Board, Persons with Developmental Disabilities Board, and any other County physical and mental health service.

(T) To exercise general supervision over the Animal Control Program.

(U) To exercise general supervision over matters which are assigned by Section 5.17-7 herein to this Committee with regard to County buildings and grounds.

5.17-3 Justice Committee

The Justice Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight committee for the Sheriff, Circuit Clerk, Circuit Court (11th Judicial Circuit), Coroner, Court Services, State's Attorney, Public Defender, Jury Commission and the Sheriff's Office Merit Commission.

(B) To serve as the oversight committee for the Emergency Services and Disaster Agency and the McLean County Rescue Squad.

(C) To exercise general supervision over matters which are assigned by Section 5.17-7 herein to this Committee with regard to County buildings and grounds.

(D) To exercise general supervision over fireworks licensing.

5.17-4 Transportation Committee

The Transportation Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight Committee for the County Highway Department.

(B) To exercise general supervision over all bridge, road and right-of-way matters under the jurisdiction of the County; over the acquisition and disposition of County Highway equipment and materials.

(C) To recommend to the Board approval of contracts for all highway work for which the County is responsible.

(D) To exercise general supervision over the letting of bids and right-of-way

acquisitions relating to County Highways or the County Highway Department.

(E) To provide the Board with long range plans for the highways in the County, including those to be undertaken by the County and those planned jointly with other political units.

(F) To exercise general supervision over matters which are assigned by Section 5.17-7 herein to this committee with regard to the buildings and grounds at the County Highway Complex.

5.17-5 Property Committee

The Property Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight Committee for the Department of Parks and Recreation and to prepare plans and policies for County participation in recreational facilities and programs and make appropriate recommendations to the Board.

(B) To coordinate with appropriate standing committees and the Public Building Commission in planning for any remodeling and expansion of the Law and Justice Center.

(C) To prepare, in cooperation with the Public Building Commission and the State's Attorney, procedures for transferring title to the Law and Justice Center to the County.

(D) To prepare recommendations for methods of financing operations and maintenance of the Law and Justice Center at such time as title is transferred to McLean County.

(E) To exercise general supervision over matters which are assigned by Section 5.17-7 herein to this Committee with regard to the County buildings and grounds.

5.17-6 Land Use and Development Committee

The Land Use and Development Committee shall have the following specific functions and responsibilities:

(A) To serve as the oversight Committee for the Department of Building and Zoning and to handle all matters upon which the McLean County Zoning Ordinance requires action by a Committee of the Board.

(B) To exercise general supervision over matters concerning maps, plats and

subdivisions and to conduct public hearings and handle all other matters upon which the Land Subdivision Ordinance of McLean County, Illinois requires action by a Committee of the Board.

(C) In cooperation with the Director of Building and Zoning, to review and recommend environment, zoning, building, subdivision, mobile home and nuisance ordinances and resolutions and recommend any necessary changes to the Board.

(D) To act as liaison between the Board and the McLean County Regional Planning Commission, Zoning Board of Appeals, Soil Conservation and Cooperative Extension Services and with other agricultural organizations.

(E) In cooperation with the appropriate agencies to recommend for adoption of a long-range comprehensive plan or portion thereof for the use of land, for protection of the environment and to coordinate economic development.

(F) To exercise general supervision over all licensing activities including raffles, massage parlors, and racetracks.

(G) To act as members of the McLean County Regional Pollution Control Site Hearing Committee and to hold public hearings and to make recommendations to the Board on all matters pursuant to that authority.

5.18 POLICY AND GUIDELINES ON TRAVEL FOR COUNTY BOARD MEMBERS ATTENDING NATIONAL AND REGIONAL CONFERENCES

5.18-1 The County Board shall limit the number of Board members who attend a National or Regional Conference to seven members per year, excluding the Chairman of the County Board. The County Board shall permit any Board member serving on a NACo Steering Committee to attend one Steering Committee meeting per year in addition to the NACo Annual Conference.

5.18-2 The County Board shall establish a three-year rotation of Board members in order to permit each Board member to attend at least one conference over a three-year period.

5.18-3 County Board members shall be permitted to request approval to attend a National or Regional Conference other than the NACo Conference or the UCCI Conference. A Board member interested in attending such a conference should submit this request to the Board Chairman. In the event the County Board Chairman denies the request of the Board member to attend such a conference, the Board member shall be able to petition the County Board for approval.

5.18-4 All travel arrangements for County Board members, elected officials, appointed department heads and employees attending a National Conference shall be made through the County Administrator's Office.

5.18-5 Whenever a County Board member attends a National or Regional Conference, the Board member shall be required to prepare either a written report or an oral report to be presented to the appropriate oversight Committee or the County Board.

5.19 POLICY AND GUIDELINES ON RECOGNIZING, NAMING AND DEDICATING COUNTY FACILITIES, ROADS AND HIGHWAYS

5.19-1 The following process of approval shall be established to recognize, name and dedicate County facilities, roads and highways:

- (A) The request shall be presented to the appropriate Oversight Committee of the County Board for the Committee's review and approval.
- (B) The recommendation of the Oversight Committee shall be presented to the Executive Committee for review and approval.
- (C) Upon approval of the Executive Committee, the recommendation to recognize, name and dedicate County facilities, roads and highways shall be presented to the County Board for review and approval.

5.20 AMENDMENT OF RULES. Amendment of these rules requires the affirmative vote of a majority of the members of the Board. Any proposed amendment shall be voted upon only if it is distributed in writing to the members at least five days before the meeting at which the amendment is presented to the Board for adoption.

5.21 MISCELLANEOUS PROVISIONS

5.21-1 Any appropriate document shall be placed on file among the records of the Board of a committee, as the case may be, by direction of the Chairman. Minutes of the Board or a committee shall be approved at the direction of the Chairman after opportunity is given for correction, addition or deletion. Such action shall be reflected in the minutes of that meeting.

5.21-2 There shall not be any smoking allowed at (in) any convened meeting of the Board or at any committee meeting of the Board.

5.22 SEVERABILITY. The provisions and sections of these rules shall be deemed to be separable and the invalidity of any portion of these rules shall not affect the validity of the remainder.

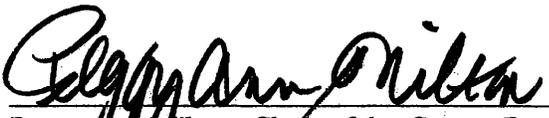
5.23 REPEAL. Any Rules of the County Board of McLean County, Illinois, adopted prior to the effective date of these rules are hereby repealed.

5.24 EFFECTIVE DATE. These Rules shall become effective immediately upon and after their adoption, and shall remain in effect until the first Monday in December, 2002.

ADOPTED by the McLean County Board this 17th day of April, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

E:/john/cobd/RULES_2001COBDFINALAPR

6.17-7 COMMITTEE FUNCTIONS AND RESPONSIBILITIES AS TO BUILDINGS AND GROUNDS

Chart of Committee responsibilities as related to County buildings and grounds, cleaning, maintenance, and repair, excluding County highways and bridges.

JANITORIAL WORK: cleaning, mowing and minor repairs, none of which requires or use outside assistance or contracts.	Old Courthouse	Law & Justice Center	McBarnes Building	200 West Front St.	Fairview Building	Nursing Home	Juvenile Detention	Animal Shelter	COMLARA & West Park	ESDA & Rescue Squad	County Highway	Other Buildings
REPAIR OF & MAINTENANCE CONTRACTS FOR: elevators, electrical, heating, cooling, and other such mechanical equipment.	Property	Property	Property	Property	Property	Finance	Property	Property	Property	Property	Transportation	Property
CONTRACT SERVICES FOR: pest control, garbage and recycle pick-up and disposal, and other like services.	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property
DECISION TO RECOMMEND construction or remodeling of buildings, additions, structures, parking lots and other land improvements.	Property	Property, Justice, & Finance	Property	Property & Finance	Property	Property & Finance	Property, Justice, & Finance	Property & Finance	Property	Property	Transportation	Property
CONSTRUCTION, REPAIR OR REMODELING of buildings, additions, structures, parking lots and other land improvements at a cost of \$2500 or less or when less than 50% of the cost is by contract or contracts.	Property	Property & Justice	Property	Property & Finance	Property	Property & Finance	Property & Justice	Property & Finance	Property	Property	Transportation	Property
CONSTRUCTION, REPAIR OR REMODELING of buildings, additions, structures, parking lots and other improvements at a cost of \$2500 or more or when more than 50% of the cost is by contract or contracts.	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property
TELEPHONES: all matters concerning County telephone service.	Executive	Executive	Executive	Executive	Tenant	Executive	Executive	Executive	Executive	Executive	Executive	Executive
PURCHASE of janitorial supplies and any other joint purchase of supplies coordinated by the Administrator's Office.	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property	Property

Members Sorensen/Renner moved the County Board approve a Request for Approval of the Rules of the County Board, as Amended - Rules Committee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman presented the following:



120 West Jefferson Street
Suite B
Springfield, IL 62702-5172

Telephone: 217.557.6555 or 877.844.2724
Facsimile: 217.557.6550
www.linc2icn.net

**Illinois Century Network
PARTICIPATION AGREEMENT**

Between the

Illinois Century Network

And

Participant

BUSINESS NAME		
COUNTY OF MCLEAN		
ADDRESS	CITY	COUNTY
104 W. FRONT STREET	BLOOMINGTON	MCLEAN

1. PURPOSE

The purpose of this agreement is to facilitate the creation and maintenance of a robust, statewide education network that connects diverse educational entities for the purpose of delivering and receiving educational content.

2. ELIGIBILITY

Participant represents and certifies that it is an entity eligible to participate in the Illinois Century Network. It is the following type of entity:

- | | |
|--|---|
| 1. <input type="checkbox"/> Public elementary school | 6. <input checked="" type="checkbox"/> Municipal government |
| 2. <input type="checkbox"/> Public secondary school | 7. <input type="checkbox"/> Approved not-for-profit entity (approved by ICN in writing as to eligibility) |
| 3. <input type="checkbox"/> Community college | |
| 4. <input type="checkbox"/> Public museum | 8. <input type="checkbox"/> Approved consortium or association of the above entities (approved by ICN in writing) |
| 5. <input type="checkbox"/> Public library | |

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3. RESPONSIBILITIES OF THE ICN

ICN agrees:

- A. To provide participants with Internet and statewide intranet access. Such access shall be at no charge at the present time. In the event that a charge is imposed in the future, it will not be imposed without giving notice in writing to participant in advance, in sufficient time that participant can withdraw without incurring any obligation for such charge.
- B. To provide a Point of Presence (POP) within the Local Access and Transport Area (LATA) in which the applicant's network is located. This POP may be accessed at the ICN's discretion using a variety of media where appropriate and available (e.g. cable, telephone, wireless).
- C. To provide a connection port at the POP that connects the applicant-provisioned media to the ICN backbone and the Internet. This port will include all equipment necessary for the connection.
- D. To order the customer premise equipment at the participation site that is needed to connect the participant's network to the ICN. This equipment, if requested, will be ordered by the ICN with the cost to be paid by the participant unless other funding is identified. All customer premise equipment, whether purchased through the ICN or otherwise, will be under the management of ICN staff during the term of this agreement. The customer premise equipment will be for the sole purpose of connecting the participant's network to the ICN and shall not be used by the participant for the expansion of its own intranet. Exceptions to this policy must be in writing, executed in advance, and signed by both the participant and ICN.
- E. To provide all Internet Protocol (IP) addresses needed by the applicant to effectively make use of the ICN network. The ICN retains full administrative control over all IP addresses assigned to each device connecting to the network. The ICN reserves the right to determine system requirements and deployment of IP addresses. The ICN also reserves the right to monitor system use, deny IP addresses, or cancel IP addresses.
- F. To manage, maintain, and monitor the ICN backbone.
- G. To ensure a reliable and robust connection to the Internet. ICN staff will monitor all circuits and make additions or adjustments as necessary for maintaining high-speed intranet and Internet connections.
- H. To be responsible for the maintenance and repair of all equipment provisioned by ICN staff located at member or backbone facilities.

- I. To correct any problems with the new equipment that the ICN supplies at no additional charge unless those problems are caused by fire, flood, vandalism, or events beyond the control of the ICN staff. These corrections will take place between 7 a.m. and 4 p.m. during non-holiday workdays. Maintenance and repair services during other times must be arranged in advance.
- J. To provide software and firmware upgrades for equipment supplied by the ICN at the participant site during the period when the equipment is supported by its manufacturer and if the upgrades are required to maintain compatibility with the equipment and software used in the ICN backbone.

4. RESPONSIBILITIES OF THE PARTICIPANT

Participant agrees:

- A. To ensure that use of the ICN is consistent with this participation agreement and to ensure that there is reasonable dissemination of the policies set forth in this agreement at its respective sites.
- B. To ensure that any traffic that passes from the participant through the ICN into any of the numerous other regional or national backbone networks conforms to the acceptable use policies of those networks.
- C. To be responsible for any fees associated with local access circuits and customer premise equipment from the date of installation until the termination of this agreement.
- D. To receive written authorization from the ICN in advance for any optional equipment upgrades that add new features or provide increased performance and to pay for any such upgrades.
- E. To replace any equipment that is no longer supported by its manufacturer and/or has reached the end of its useful life.
- F. To surrender all management rights to any equipment which it owns or purchases for the purpose of connecting to the ICN, such surrender to remain in effect for the duration of this agreement.
- G. To provide a router approved by the ICN as the router directly connected to the network. Written exceptions may be made to this condition on a case-by-case basis with the advance written consent of the ICN, signed by both the participant and the ICN.



- H. To assume all security and content risks associated with Internet connectivity, to report to ICN any suspected security violations, and to cooperate fully with security investigations conducted by agencies with the appropriate authority. Participant understands that the ICN provides an unfiltered and non-censored connection to the Internet.
- I. To not provide network attachments to third parties unless the third parties also are participants in the ICN under these same terms and conditions.
- J. To assure that participant and its constituents do not resell ICN services or network access.
- K. To name an individual who will be the primary point of contact for the ICN. This individual should be the primary contact to communicate with the ICN management team regarding network anomalies. This individual must be technically inclined. He/She must be available to the ICN for support at all hours. He/She will function as the security point of contact. He/She may not be a minor and must be an employee of the connecting entity.

5. ADDITIONAL POLICIES AND CONDITIONS

Participant agrees to the following additional policies and conditions:

A. Acceptable use.

1. All ICN traffic originating at a member site shall be for educational purposes that directly benefit learners or constituents of the member entity.
2. All users of the ICN must maintain the highest standards of ethical behavior, including adherence to Internet "etiquette," personal responsibility for the use of accounts, and compliance with Acceptable User Policies found on networks accessed through the ICN.
3. All users of the ICN must comply with all copyright and trademark laws designed to ensure intellectual property rights.
4. In situations where a connecting member installs and maintains a computer system that allows individual users to be identifiable on the Internet, each individual thus known to the system must abide by this agreement and all applicable laws. Members should develop appropriate acceptable use policies and incorporate the terms outlined in this agreement to be signed and adhered to by member's users.

B. Unacceptable use.

1. It is not acceptable to use the ICN for any illegal purposes.
2. It is not acceptable to use the ICN in such a way as to interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to: distribution of unsolicited advertising; transmission of threatening, obscene, or harassing materials; propagation of computer worms or viruses; or use of the network to make unauthorized entry to other computational, informational, or communications devices or resources.
3. It is not acceptable to use the ICN in any for-profit activity.

6. MONITORING

The ICN is for the use of authorized participants only. The ICN reserves the right to monitor use of this system to assure that it is not being used without authority, or in excess of authority; in compliance with this agreement; and in the course of routine maintenance. Participant, on its behalf and on behalf of its constituents, expressly consents to such monitoring, and if monitoring reveals possible evidence of criminal activity, to the recording and disclosure of such use to law enforcement authorities.

7. TERMINATION

This agreement may be terminated as follows:

- A. By the participant upon 10 days notice, with or without cause, in writing provided to the ICN.
- B. By the ICN upon 10 days notice, with or without cause, in writing provided to the participant.

8. ENFORCEMENT AND VIOLATIONS

The ICN or its designees will review alleged violations of the ICN Connection Agreement on a case-by-case basis. Clear violations of this policy that are not promptly remedied by the applicable member organization may result in exclusion of the member from the ICN and its resources. Member entities that serve as a distribution site for other ICN members explicitly agree to act upon the written request of ICN staff to immediately terminate access for members in violation of this agreement.

9. MODIFICATIONS TO THIS POLICY

The ICN reserves the right to modify this policy at any time. Members will receive notification of all such modifications 30 days prior to their effective date.

10. INFORMATION, SUPPORT, TECHNICAL CONTACTS

Questions related to the ICN acceptable use policy should be addressed to the Illinois Century Network, 120 West Jefferson Street, Springfield, IL 62702-5172 or telephone at 877.844.2724 or 217.557.6555. E-mail inquiry may be sent to



COUNTY OF MCLEAN
NAME OF ENTITY

RTC VII (MSA 5)
ICN REGION

MCLEAN
COUNTY

PRINTED NAME OF AUTHORIZED ENTITY AGENT

SIGNATURE DATE

PRINTED NAME OF AUTHORIZED ICN AGENT

SIGNATURE DATE

MICHAEL GALLAGHER
NAME OF PRIMARY TECHNOLOGY CONTACT

ROBERT BLOODWORTH
NAME OF SECONDARY TECHNOLOGY CONTACT

TECHNICAL/OPERATIONS MNGR
TITLE

COMPUTER/NETWORK SUPPORT COORD.
TITLE

309 888 5106
DAYTIME PHONE (Include Area Code)

309 888 5510
DAYTIME PHONE (Include Area Code)

309 452 1648
AFTER HOUR PHONE (Include Area Code)

217 586 2610
AFTER HOURS (Include Area Code)

MIKEG@MCLEAN.GOV
E-MAIL

BOB@MCLEAN.GOV
E-MAIL

LETTER OF AGENCY

To: The Illinois Century Network
120 W. Jefferson, Suite B
Springfield, IL 62702-5172
Voice: (877) 844-2724
Fax: (217) 557-6550

The following signature authorizes the Illinois Century Network to act on the behalf of the organizational entity listed below to order, provision, and implement the appropriate circuitry required to establish a network connection between the entity and the Illinois Century Network.

ICN does not warrant as to the quality of products supplied by any vendor acting pursuant to this Letter of Agency.

Moreover, the below designated signee hereby holds ICN harmless from liability which arises out of conduct by any vendor acting pursuant to this Letter of Agency or any product supplied.

Additionally, the below designated signee agrees to hold ICN harmless from any liability arising out of ICN's conduct arising from this Letter of Agency.

This appointment shall remain in effect until modified or revoked by written notification sent to the Illinois Century Network.

Facility Name: COUNTY OF MCLEAN

Address: 104 W. FRONT STREET

City: BLOOMINGTON

State: IL Zip: 61702-2400

Telephone: 309 888 5101

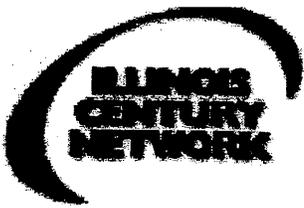
Authorized Signature: _____

Printed Name: CRAIG NELSON

Title: DIRECTOR OF INFORMATION SERVICES

Date: _____

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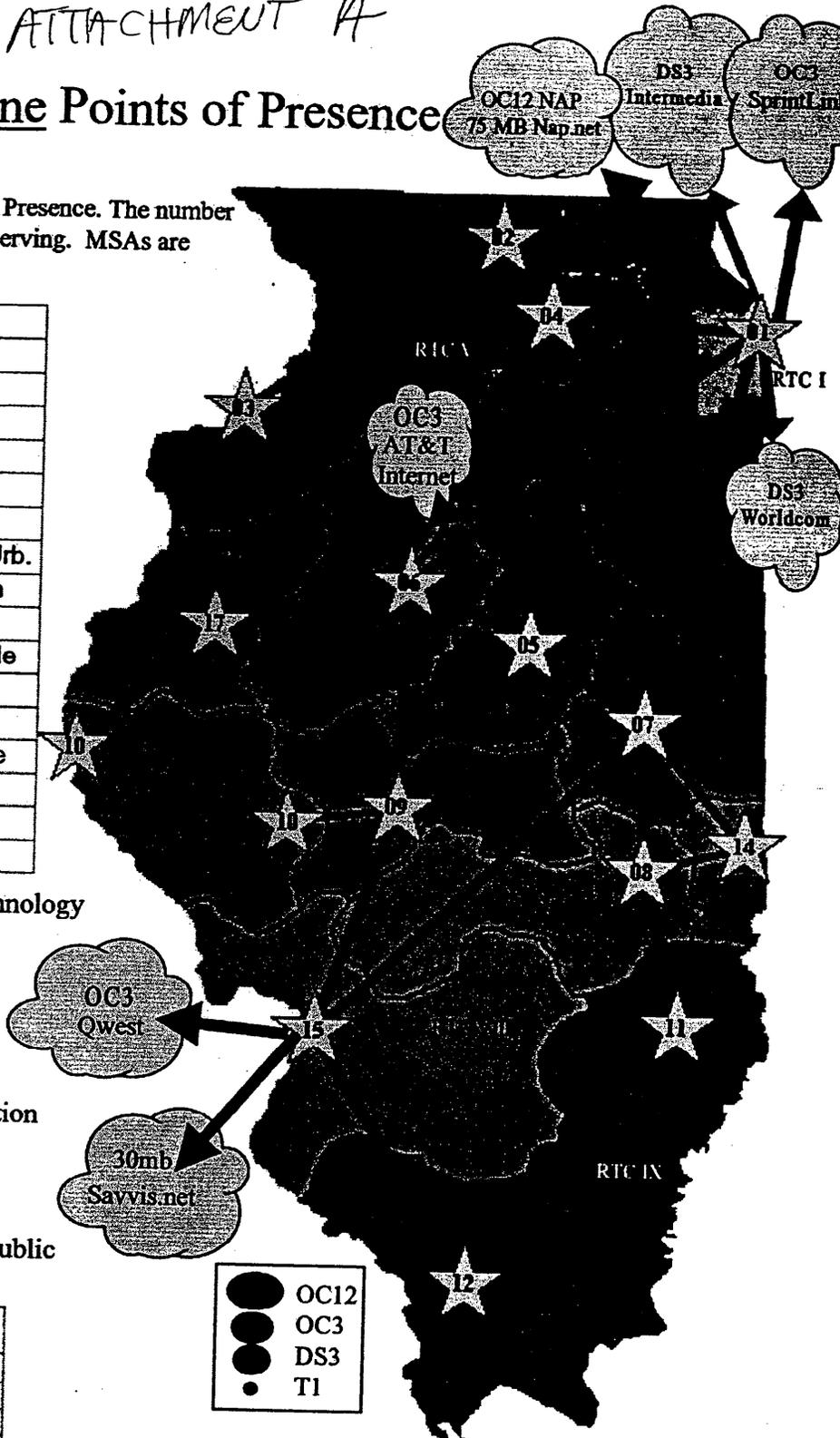


ATTACHMENT A

Backbone Points of Presence

The stars on the map indicate an ICN Point of Presence. The number within the star indicates the MSA the POP is serving. MSAs are described on the back of this document.

MSA	Location	City
01	CMS, Thompson Ctr.	Chicago
02	CMS, Zeke Giorgi Bldg	Rockford
03	WIU Regional Ctr.	Moline
04	Northern Illinois U.	DeKalb
05	Illinois State U.	Normal
06	QST	Peoria
07	University of Illinois	Chmpgn/Urb.
08	McLeodUSA	Charleston
09	CMS, Computer Facility	Springfield
10	District Admin. Bldg	Jacksonville
10	Business Center	Quincy
11	Courthouse	Olney
12	Southern Illinois U.	Carbondale
14	Sheriff's Office	Paris
15	CMS, Regional Office	Collinsville
17	Western Illinois U	Macomb



The state is divided into nine Regional Technology Centers (RTCs). These centers provide technical services. The staff located in each RTC is responsible for maintaining the ICN POPs and the circuits that connect constituent facilities.

ICN Points of Presence (POPs) and distribution sites are located on university campuses, community colleges, CMS facilities, private businesses, community centers, county government facilities, library systems, and Public K12 Regional Offices of Education.

Primary ICN Constituents	Connected as of January 2001
Public Schools	2,669
Other Public Education Facilities (District offices, ROEs, ISCs, Alternative Schools, VOC Ed, Spec Ed)	508
Private K-12 Facilities	93
Community Colleges	82
Private Colleges & Universities	29
Public Colleges & Universities	43
Libraries	316
Museums	10
Municipal Government	83
Other	67
Totals	3,930

All ICN POPs are currently connected together via DS3 (45mbs) or faster circuits. The backbone circuits shown above are scheduled to be completed by December 31, 2001

The ICN network is connected to the Internet with multiple connections ranging from DS3 to OC12 speeds. Further, five different providers are utilized to ensure that the ICN has the fastest and most robust Internet connectivity available in the state of Illinois.

For more information on how to connect your institution to the Illinois Century Network
 Call (877) 844-2724 www.illinois.net

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205.138.152.0 - 205.138.152.255 Daves World (NETBLK-GRANVILLE-205-138-152)
 205.138.152.0 - 205.138.153.255 Dave's World (NETBLK-CW-DAVES-WORLD)
 205.138.154.0 - 205.138.154.255 Computer Consulting Associates (NETBLK-CCA-205-138-154)
 205.138.154.0 - 205.138.155.255 Dave S World (NETBLK-CW-205-138-155)
 205.138.155.0 - 205.138.155.255 McLEAn County Government (NETBLK-MCLEANCO-205-138-155)
 205.138.156.0 - 205.138.156.255 COUNTY OF SAN BERN.SCHOOL (NETBLK-CW-205-138-156)
 205.138.157.0 - 205.138.157.255 COUNTY OF SAN BERN.SCHOOL (NETBLK-CW-205-138-157)
 205.138.158.0 - 205.138.159.0 Compu Tech Labs (NETBLK-CW-NETBK-205-138-158)
 205.138.161.0 - 205.138.161.255 INFORMATION PARADIGMS/FRAME RE (NETBLK-CW-205-138-161)
 205.138.162.0 - 205.138.163.255 UNIBASE (NETBLK-CW-205-138-162)
 205.138.164.0 MJ Harden Associates (NET-CW (NETBLK-ETBLK-MJ-HARDEN2)
 205.138.165.0 - 205.138.165.255 INP-IDS SW DIV (NETBLK-CW-205-138-165)
 205.138.166.0 - 205.138.167.255 COMPUTER ANALYTICAL SYSTEMS (NETBLK-CW-205-138-166)
 205.138.168.0 - 205.138.169.255 IAG FEDERAL CREDIT UNION (NETBLK-CW-205-138-168)
 205.138.170.0 - 205.138.170.255 ST. JOHN'S REGIONAL MED. CTR. (NETBLK-CW-205-138-170)
 205.138.171.0 MJ Harden Associates (NET-CW (NETBLK-ETBLK-MJ-HARDEN)
 205.138.172.0 - 205.138.173.0 ELCA (NETBLK-CW-NETBLK-ELCA)
 205.138.174.0 - 205.138.175.255 AON CORPORATION (NETBLK-CW-205-138-174)
 205.138.176.0 - 205.138.179.255 DATASTREAM NETWORKS INC (NETBLK-CW-205-138-176)
 205.138.180.0 - 205.138.181.255 DATASTREAM NETWORKS INC (NETBLK-CW-205-138-180)
 205.138.182.0 - 205.138.183.0 Public Television 19 (NETBLK-CW-NETBLK-PUBLIC-TE)
 205.138.184.0 ITT-Marketing Services (NET-CW (NETBLK-ETBLK-ITT-MARKET)
 205.138.185.0 - 205.138.186.255 ITI MARKETING (NETBLK-CW-205-138-185)
 205.138.187.0 - 205.138.187.255 JOHNSON COUNTY GOVERNMENT (NETBLK-CW-205-138-187)
 205.138.188.0 - 205.138.191.255 MCDERMOTT (NETBLK-CW-205-138-188)
 205.138.192.0 - 205.138.193.0 SRMC (NETBLK-CW-NETBLK-SRMC)
 205.138.194.0 - 205.138.195.0 BSG Alliance (NETBLK-CW-NETBLK-BSG194)
 205.138.196.0 - 205.138.199.0 BSG Alliance (NETBLK-CW-NETBLK-BSG196)
 205.138.200.0 - 205.138.207.0 BSG Alliance (NETBLK-CW-NETBLK-BSG200)
 205.138.208.0 - 205.138.215.0 BSG Alliance (NETBLK-CW-NETBLK-BSG208)
 205.138.216.0 - 205.138.217.0 BSG Alliance (NETBLK-CW-NETBLK-BSG)
 205.138.218.0 ISX Corp (NET-CW (NETBLK-ETBLK-ISX)
 205.138.219.0 ISX Corp (NET-CW (NETBLK-ETBLK-ISX-219)
 205.138.220.0 - 205.138.221.255 NORTHWEST NEXUS (NETBLK-CW-205-138-220-B)
 205.138.222.0 ACI (NSS- National Sport Services) (NET-CW (NETBLK-ETBLK-ACI-N
 205.138.223.0 - 205.138.223.255 Wave Communications (NETBLK-CW-205-138-223)
 205.138.228.0 - 205.138.229.255 VIRGINIA COMMUNICATIONS (NETBLK-CW-205-138-228)
 205.138.230.0 American Express (NET-CW (NETBLK-ETBLK-AMERICAN-E)
 205.138.231.0 - 205.138.231.255 TRAVEL INCORPORATED (NETBLK-CW-205-138-231)
 205.138.236.0 - 205.138.237.0 Adisys Corp. (NETBLK-CW-NETBLK-ADISYS-COR)
 205.138.238.0 - 205.138.239.255 WIRESURFER (NETBLK-CW-205-138-238)
 205.138.240.0 - 205.138.243.255 VIRGINIA COMMUNICATIONS (NETBLK-CW-205-138-240)
 205.138.248.0 - 205.138.255.255 COAST INTERNATIONAL (NETBLK-CW-205-138-248)

[Index Page], [Class C], [Block 205]

Request for Approval Of Agreement with Illinois Century Network

To the Honorable members of the McLean County Executive Committee:

I respectfully request approval of the attached agreement with the Illinois Century Network, an agency of the State of Illinois.

From the website, www.linc2icn.net, the description of the ICN (Illinois Century Network) is as follows:

"The Illinois Century Network (ICN) is a telecommunications backbone to provide high speed access to data, video, and audio communication in schools and libraries, at colleges and universities, to public libraries and museums, and for municipal government. "

The Illinois Century Network, sponsored by the State of Illinois, provides free Internet service to educational institutions and to governmental entities. Approval of this agreement would result in our discontinuing the services of our current Internet provider. As a point of information, the Information Services department has grown increasingly concerned with our current provider. Originally this provider was Daves-World. They were then purchased by RMI.NET. RMI.NET has now been purchased by ICCX.NET. This has all occurred since last June.

Our telecommunications cost for ICN is to reach their nearest Point of Presence (POP), which is currently located at Illinois State University. (Please see Attachment A, which is a map from the ICN website) This would reduce our current line charge for Internet access from \$695/month to approximately \$214/month which is needed to run the line from here to Illinois State University. The bandwidth indicated by the map in Attachment A is significantly larger than our current bandwidth. This makes any necessary expansion a matter of expanding our bandwidth from here to Illinois State University.

A separate savings of \$404.95/month is realized by using ICN as our Internet Service Provider instead of ICCX.NET.

I have spoken with my counterpart at Rock Island County and they are pleased with the service. I have also spoken with my counterpart in Lake County and know they are in the process of adapting the ICN as well.

There is a possibility that switching our provider may cause us to forfeit rights to the domain name of mclean.gov. While McLean County appears to hold the block corresponding to this address range, Daves-World is reflected as holding the range of addresses of which we are a sub-address. (See Attachment B, Domain Addresses). In this worst case scenario, we are still entitled to the domain address of www.co.mclean.il.us. We have been unable as of yet to determine how this domain agreement was originally defined.

Believing it in the best interests of McLean County to proceed with a new provider in any case, we would plan to install our line with ICN, run in parallel for two weeks and establish a cutover date. This worked well for Rock Island County.

The agreement has been reviewed by both Mr. Ruud of the State's Attorney's office, and by Information Services.

We welcome any questions you may have.

Respectfully Submitted,

Craig Nelson
Director, Information Services.

Members Sommer/Hoselton moved the County Board approve an Agreement for with Illinois Century Network. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LEXINGTON AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM**

WHEREAS, the City of Lexington (hereinafter the City) is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County (hereinafter the County) is a body politic and corporate and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the City; and

WHEREAS, the City and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the City and the County to implement and support an Integrated Justice Information System (hereinafter the IJIS) which will provide essential law enforcement information and services to the City and the County; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

- 1. Be responsible for the initial IJIS software and upgrade costs, as well as any future system wide upgrades or enhancements, in consideration of the City agreeing to utilize the IJIS for entry of all City police incident crime reports.**
- 2. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.**
- 3. Control any changes to the IJIS software. To enhance the cooperative work effort between the City and the County, along with representatives of other system users, an IJIS Work Group consisting of representatives from the County, other system users and the City shall be appointed to review, approve, and prioritize any fixes and enhancements to the IJIS software and database and then to see that the updated IJIS software is distributed to all IJIS users.**
- 4. Provide the following levels of service on a best efforts basis:**

The IJIS software and database will be available at a 95% level, 7 days per week, 24 hours per day.

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) hour maintenance segments of a two (2) hour duration each scheduled monthly with advance notice to the IJIS Work Group.

When it is necessary to upgrade the operating system and/or the ORACLE software and/or the database, it may be necessary to use an alternate system which may have less functional capability than IJIS.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Availability and restoration of the IJIS will be provided as soon as possible.

No liability will be attributed to the County for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the City will be limited to actual damages incurred. The County shall, upon request, provide the City with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

5. Provide an IJIS Master Name Records function which will include name collapse, delete and expungements of master name entries.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

The City shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the City. This includes the updated required versions of the IJIS application software, the operating system software, and/or any support software.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.
4. Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56 kbs to provide communications to/from the County. Where communication is initiated by the City at a slower speed, the County reserves the right, at

Page 3

the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communications links will be addressed outside of this Agreement.

5. Agree that the IJIS software is proprietary software which has been developed and licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, for use by the County.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or content to any other person, entity, municipality, or corporation, and to refrain from wilfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the City for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the City or the failure of the City to properly maintain those components of the system under its obligation to maintain. If the City or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred. The City shall, upon request, provide the County with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

The City and the County shall:

1. Agree to utilize the ORACLE Discover ("Ad Hoc" query tool), unless otherwise determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, to the County.
3. Agree to implement and enforce the IJIS Workstation Security Policy which is attached to this Agreement as Appendix A and, by reference, is hereby incorporated as a part of the Intergovernmental Agreement.

The City and the County agree that:

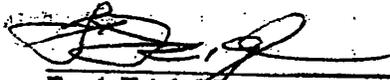
1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the City may unilaterally terminate this Agreement with 6 months notice.
2. In the event either the County or the City terminates this Agreement, County agrees to

provide an electronic transfer of all City data on the IJIS system, without any charge to the City. In the event this agreement is terminated by the City, City agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.

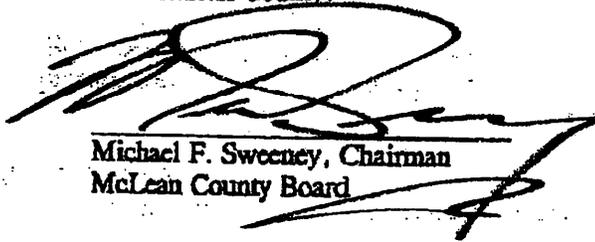
- 3. This Intergovernmental Agreement is subject to the approval of the City of Lexington and McLean County before it becomes effective.
- 4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
- 5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

The City and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

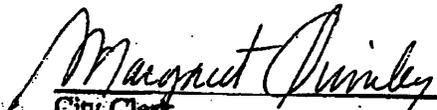
For the City of Lexington:


 Frank Feigl, Mayor
 City of Lexington

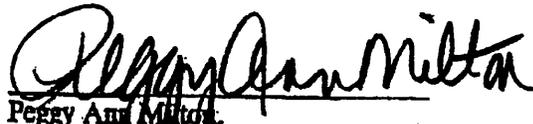
For McLean County:


 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:


 Margaret Shirley
 City Clerk
 City of Lexington, Illinois

ATTEST:


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

Members Sommer/Hoselton moved the County Board approve a Request for Approval of Intergovernmental Agreement between the City of Lexington and McLean County to Implement and Support an Integrated Justice Information System - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sweeney mentioned to the students there are two Members of the Board who participated in Student Government Day. Member Kinzinger stated he went through the program when he was in the eighth grade at Parkside Junior High. He encouraged the students to ask questions. Member Owens shared he also participated while in the eighth grade. He suggested the students get involved in government now.

LAND USE AND DEVELOPMENT COMMITTEE
Member Gordon, Chairman presented the following:

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of James Yoder, Trustee of Trust No. YHMP-1 and James Shirk, Trustee of Trust No. H-162, for a map amendment to change the zoning classification of 153 acres of property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. This property is part of Sections 27 and 34, Township 23N, Range 2E of the 3rd Principal Meridian and is located in Bloomington Township immediately south of Road 925N (Hendrix Road), approximately ¼ mile east of U.S. Route 51, immediately east of the former Illinois Central Railroad and west of the Crestwicke area.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 13, 2001 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT - The 153 acre property is currently used for crop production. The elevation of the property is low and the topography is flat with ponding taking place in several places. The property drains generally to both the east toward the south end of the property and west toward the south end. The property has 875 feet of frontage on the south side of Hendrix Road and 2,100 feet of frontage on the west side of Road 1540E.

SURROUNDING ZONING AND LAND USES - The property to the north is primarily in the Agriculture District and partly in the R-1 Single Family Residence District. The property to the east is in the R-1 District. The property to the south and west is in the Agriculture District. The land to the north is used for crop production and single family residences. The land to the east across Road 1540E is developed as residential subdivisions (Crestwicke). The land to the south and east is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 118.25 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 227.25 out of 300 points. A score of 225 points and above means the property is of very high value for protection of agricultural land.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. The proposed amendment is not compatible at this time with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. The LESA report takes into account factors that include use and zoning of land

on and off site, access to roads, access to water and sewer and productivity of soils. The high LESA score shows the land of very high value for agricultural land protection. The property is currently in crop production and property to the south, west and north is in crop production. Residential subdivisions are established to the northeast and to the east. A single family residence is also located to the north of the property. Although the Comprehensive plan designates this property as a "Low Intensity Urban Growth Area (Conservation Subdivisions and Site Development Guidelines Recommended)", the designation is generalized and local review is particularly necessary when such designation is on the fringe area of development.

2. The proposed zoning classification is not appropriate at this time as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classification. The high LESA score illustrates how appropriate the property is for crop production. The topography and dimensions of the property are appropriate for uses in both districts.
3. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification. Since the land is flat, sight distance is good at many locations.
4. Adequate public roads connected to the arterial highway system are not currently available but may be reasonably supplied to serve the uses permitted in the proposed zoning classification. The oil and chip township roads adjacent to the north and east of the site would need to provide access to the nearest arterial highway, which is U.S. Route 51, approximately $\frac{3}{4}$ of a mile to the west of this property. The Bloomington Township Road Commissioner indicated that existing township roads are not adequate to handle construction traffic for the proposed residential development or for the traffic that would be generated by residential development of this property. He indicated in a communication dated March 13, 2001 that he reached a verbal agreement with the applicants to repair nearby roads during construction and to help pay the upgrading of these roads after development of the property. The base of Hendrix Road was improved from U.S. Route 51 to the seed company entrances (east of U.S. 51) but is inadequate elsewhere on the township roads. The proposed 153 acre residential development on this site could allow 190 dwelling units that could generate 2,865 trips per day on these roads (trip generation is based on figures from the County Highway Department at 15 trips per day per dwelling unit based on projections established for rural subdivisions in the County). Truck traffic providing on-site construction supplies for the proposed dwelling units could generate an additional 7,600

total trips on township roads (trip generation is based on 20 loads of material per dwelling unit for 190 units).

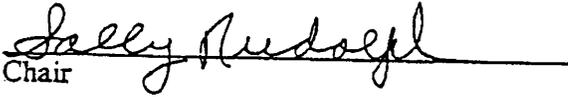
5. The proposed amendment is consistent with the need to minimize flood damage, and the development of the subject property for the uses permitted in the R1-Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area if development on the property is properly engineered and built. Ponding already occurs on this property since the elevation of the property is low and the topography is relatively flat. In the past, heavy rains have eroded soil from the subject property to residential lots in the Crestwicke South Subdivision. Also, nearby farm owners have indicated that field tile in place before Crestwicke Subdivisions were developed have been blocked resulting in unresolved drainage problems in the area. The farm property to the south drains partly onto this property and therefore provision for this drainage will need to continue. In general, on-site stormwater detention/retention and drainage is addressed in the subdivision review process.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R1-Single Family Residence District. Water will be provided by the Bloomington Township Water District. With respect to sewer, the applicant has indicated they would not likely develop this property until they have access to a public sewer line that will be laid through the Crestwicke Subdivision to the Bloomington Normal Water Reclamation District plant proposed to be built in Randolph Township. Access to this public sewer facility for this proposed development is from two to four years in the future.
7. The proposed amendment is not consistent with the public interest, giving due consideration to the purpose and intent of this ordinance - To "Obtain the wise use, conservation, development, and protection of the County's water, soil, wetland, woodland, and wildlife resources, and attain a balance between land uses and the ability of the natural resource base to support and sustain such uses". This property is better used for crop production.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R1-Single Family Residence District.

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ROLL CALL VOTE - The roll call vote was four members for the motion to recommend denial, two member opposed and Member Rick Dean was absent. Members Rudolph, Elble, Finnigan and Kinsella voted in favor of the motion. Members Hoffman and Kuritz voted against the motion.

Respectfully submitted this 13th day of March 2001, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

After introducing Weston Love, Members Gordon/Rodman moved the County Board Deny the map amendment application of James Yoder, Trustee of Trust No. YHMP-1 and James Shirk, Trustee of Trust No. H-162, for a map amendment to change the zoning classification of 153 acres of property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. This property is part of Sections 27 and 34, Township 23N, Range 2E of the 3rd Principal Meridian and is located in Bloomington Township immediately south of Road 925N (Hendrix Road), approximately ¾ mile east of U.S. Route 51, immediately east of the former Illinois Central Railroad and west of the Crestwicke area. Discussion followed. Clerk Milton shows the roll call vote as follows: Bostic-yes, Emmett-no, Gordon-yes, Hoselton-no, Johnson-no, Kinzinger-no, Nuckolls-no, Owens-no, Pokorney-no, Renner-yes, Rodman-yes, Salch-no, Segobiano-no, Selzer-no, Sommer-no, Sorensen-no, Arnold-yes, and Berglund-no. Motion failed thirteen to five. Members Sommer/Segobiano moved the County Board grant the map amendment. Discussion followed. Clerk Milton shows the roll call vote as follows: Bostic-no, Emmett-yes, Gordon-no, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-no, Rodman-no, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-no, and Berglund-yes. Motion carried thirteen to five.

Member Gordon, Chairman presented the following:

RESOLUTION

WHEREAS, the Bloomington and Normal Water Reclamation District, a public entity providing waste water treatment for the community, is building a new waste water treatment facility in Randolph Township; and

WHEREAS, a special use permit for a waste water treatment plant in the A-Agriculture District was approved in case 92-43-S by the McLean County Board in September of 1993; and

WHEREAS, the McLean County Board approved a condition of the special use to allow construction to begin ten years after approval; and

WHEREAS, the Bloomington and Normal Water Reclamation District has made a request to reduce the building permit fee for said facility from \$90,667.50, as the Zoning Ordinance stipulates, to \$1,000; and

WHEREAS, the Land Use and Development Committee of the McLean County Board discussed the reduction of fees and determined that such fee shall be reduced to \$2,500 and recommended approval of the fee to be amended from \$90,667.50 to \$2,500 at its meeting on April 5, 2001; now, therefore,

BE IT RESOLVED that the fee for the building permit of the wastewater treatment plant in Randolph Township be reduced from \$90,267.50 to \$2,500.

Adopted by the County Board of McLean County, Illinois this 17th day of April 2001.

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael Sweeney, Chairman
McLean County Board

Members Gordon/Renner moved the County Board approve a Resolution Amending the Building Permit Fee for the Bloomington and Normal Water Reclamation District Treatment Plant from \$90,267.50 to \$2,500. The proposed facility will be located in Randolph Township immediately southwest of the intersection of Roads 700N and 1700E. Discussion followed. Members Sorensen/Sommer moved the County Board approve a Substitute Motion amending the Building Permit Fee from \$90,267.50 to \$50,000. Discussion followed. Clerk Milton shows the roll call vote as follows: Bostic-no, Emmett-yes, Gordon-no, Hoselton-no, Johnson-no, Kinzinger-no, Nuckolls-no, Owens-no, Pokorney-no, Renner-no, Rodman-yes, Salch-no, Segobiano-no, Selzer-no, Sommer-yes, Sorensen-yes, Arnold-no, and Berglund-yes. Motion defeated thirteen to five. Discussion followed. Members Gordon/Berglund made an amendment to the original Motion, amending the Building Permit Fee to \$25,000. Member Selzer/Johnson made a substitute Motion to send this back to Land Use Committee for further discussion. Clerk Milton shows all Members present except Member Rodman voting in favor of the Motion. Motion carried.

Member Gordon congratulated Mr. Wunder, the Director of Building and Zoning, who recently published, by the American Planning Association, a volume titled "Regulating Home-based Businesses in the 21st Century."

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

*The County of McLean on behalf of the McLean County Sheriff's Department
Domestic Violence Protocol Implementation Program
Agreement #6924*

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

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

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

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

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

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as the focus of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 1999:

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 24, 2001 through April 23, 2002.

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

However, no funds will flow under this agreement for the period of April 24, 2001 through April 23, 2002, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Formula Grant Program (99-WF-VX-0017) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 5. PAYMENT

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

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

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

SECTION 6. MATCH

Federal funds from the Violence Against Women Act of 1994 may be used to pay up to 75 percent of the costs described in Exhibit B. The remaining nonfederal share must be provided by the Implementing Agency. Therefore one dollar in cash or in-kind match is required for each three dollars of federal funding received. Failure of the Implementing Agency to provide financial support in the amount of at least \$28,432 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded. Matching funds shall be documented so as to be subject to audit.

SECTION 7. OBLIGATIONAL LIMITATION

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

SECTION 8. NON-SUPPLANTATION

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

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 10. PROGRAM INCOME

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

SECTION 11. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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

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

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

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

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

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

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

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

SECTION 13. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 15. INSPECTION AND AUDIT

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

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

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

SECTION 16. CLOSE-OUT REQUIREMENTS

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

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 18 and 24 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.

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- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices

affecting women. If required by this section or Section 18 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VII of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or

subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

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

SECTION 21. ASSIGNMENT

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

SECTION 22. SUBCONTRACTING

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

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

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

SECTION 23. INDEPENDENT CONTRACTOR

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

SECTION 24. EXHIBITS, AMENDMENTS

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

exhibits and amendments.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), the Violence Against Women Formula Grants Program Fiscal Year 1999 Application Kit, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

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

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

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

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING.

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

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of

paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 31. COPYRIGHTS, PATENTS

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

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

SECTION 32. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # (contact the Authority for the proper grant number), awarded by the Violence Against Women Grants Office, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

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

Taxpayer Identification Number:

Employer Identification Number: 37-6001569

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

Legal Status:

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

SECTION 34. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 36. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 37. INTEGRATION

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

SECTION 38. SEVERABILITY

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

SECTION 38.5 SPECIAL CONDITIONS

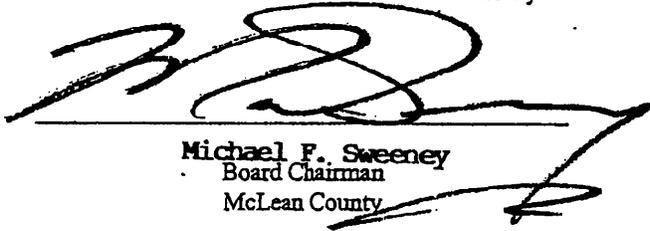
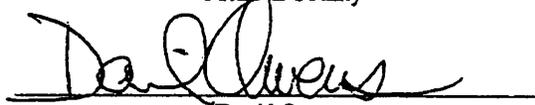
If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay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

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

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

SECTION 39. ACCEPTANCE

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

_____ Candice M. Kane Executive Director Illinois Criminal Justice Information Authority	_____ Date
 _____ Michael F. Sweeney Board Chairman McLean County	_____ Date
_____ Jackie Dozier Auditor McLean County	_____ Date
 _____ David Owens Sheriff McLean County	4-4-01 _____ Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit
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Members Sommer/Berglund moved the County Board approve a Request for Approval of an Interagency Agreement for Domestic Violence Grant - Sheriff's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sommer, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
Sheriff's Department 0029**

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 Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department was notified of a grant from the Illinois Department of Transportation for traffic safety purposes; and

WHEREAS, the Sheriff's Department finds it necessary to obtain a new mobile radar unit; and,

WHEREAS, the Justice Committee, on Monday, April 2, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain state reimbursements; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

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

Sheriff's Office	
0001-0029-0029-0410.0037	<u>\$ 1,819.00</u>

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

Police Equipment	
0001-0029-0029-0841.0001	<u>\$ 2,050.00</u>

3. That the County Clerk shall provide a certified copy of this ordinance to the County

(2)

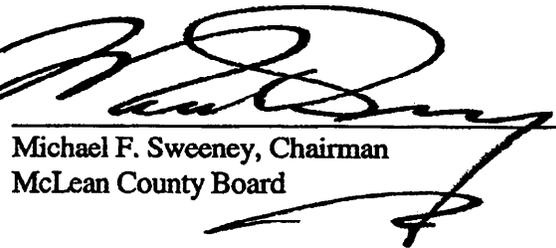
Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 17th day of April, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

EA_SHERidot
03/27/01

Members Sommer/Nuckolls 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, Sheriff's Department 0029 - Traffic Safety Grant - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PERSONAL SERVICES CONTRACT

The County of McLean (hereinafter the County) and the McLean County State's Attorney (hereinafter SA) and Teresa Phillips (hereinafter Contractor), hereby enter into an agreement to engage Contractor on a non-exclusive basis to serve as Assistant State's Attorney of McLean County from March 17, 2001 through April 30, 2001.

Contractor will provide professional legal services in the felony trial and domestic violence units. While it is contemplated that Contractor will provide equivalence of full-time services, Contractor retains the discretion to determine the actual hours and work location of her services, subject to the requirements of the Court and her professional responsibilities.

The Contractor shall, as an independent contractor, indemnify and hold harmless the State's Attorney, the County and their agents, employees and assigns against any and all claims arising out of or relating to the Contractor's activities pursuant to this agreement.

The Contractor shall pay any and all current and applicable taxes, licenses and assessments, including those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

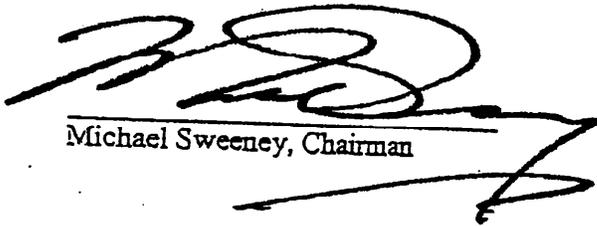
The County and SA will compensate Contractor in the total amount of \$6,000, payable in the following manner:

- April 6, 2001 - \$3,000.00
- April 27, 2001 - \$3,000.00

Agreement made this 16th day of March, 2001

Teresa Phillips, Contractor

Charles Reynard, State's Attorney



Michael Sweeney, Chairman

Members Sommer/Gordon moved the County Board approve a Request for Approval of Extension of Contract for Professional Services with Assistant State's Attorney Teresa Phillips - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

CONTRACT

This Contract, entered into this 20th day of May 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David Butler, 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. David Butler 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 DUI cases. 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, the sum of \$1,422.69 per month.

The Special Public Defender agrees to the following terms:

1. David Butler shall assist and perform his duties as Special Public Defender in those DUI cases assigned to him by the Public Defender: Said duties include the preparation and litigation of those cases. He shall be responsible for all non-felony DUI cases having court hearing dates of Monday and Tuesday and on alternate Wednesdays during the term of the contract.

2. The Special Public Defender shall be at all times during the term 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 May 20, 2001, and terminate on November 20, 2001.
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 insofar 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 all parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) By operation of law upon the date of termination of the contract, upon thirty (30) days written notice.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

David Butler
205 N. Main Street, Suite 103
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, thirty (30) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signatures on the ____ day of May, 2001.

APPROVED:

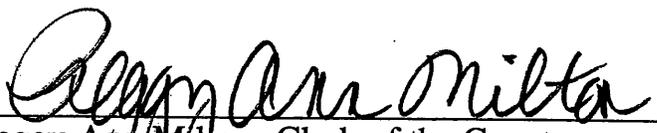
David Butler
Attorney at Law

Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 20th day of May, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Julio Yarzagaray, 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. Julio Yarzagaray 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 DUI cases. 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, the sum of \$1,422.69 per month.

The Special Public Defender agrees to the following terms:

1. Julio Yarzagaray shall assist and perform his duties as Special Public Defender in those DUI cases assigned to him by the Public Defender: Said duties include the preparation and litigation of those cases. He shall be responsible for all non-felony DUI cases having court hearing dates of Thursday and Friday and on alternate Wednesdays during the term of the contract.

2. The Special Public Defender shall be at all times during the term 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 May 20, 2001, and terminate on November 20, 2001.
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 insofar 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 all parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving thirty (30) days' written notice prior to the effective date of cancellation.
 - (b) By operation of law upon the date of termination of the contract, upon thirty (30) days written notice.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Julio Yarzagaray
111 West Front Street
Bloomington, Illinois 61701

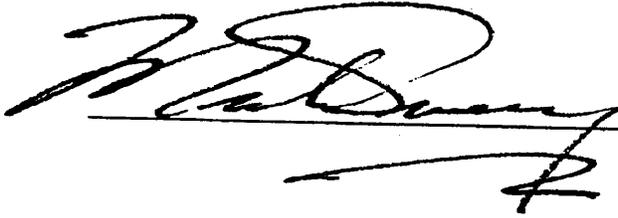
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, thirty (30) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signatures on the ____ day of May, 2001.

APPROVED:

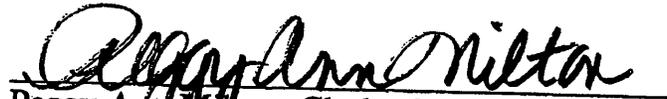
Julio Yarzagaray
Attorney at Law

Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Selzer moved the County Board approve a Contract for Special Public Defender with David Butler and a Contract for Special Public Defender with Julio Yarzagaray - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE McLEAN COUNTY FISCAL YEAR 2001
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the Justice Committee, at its regular meeting on April 2, 2001, recommended approval of a Transfer of Funds from the County Board Contingency Account to cover indigent burial expenses in the Coroner's Office; and,

WHEREAS, the following transfer of funds appropriated monies has been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfers do not affect the total amount appropriated in any Fund; and,

WHEREAS, it is deemed desirable that the following transfers are hereby authorized and approved; now, therefore,

BE IT ORDAINED by the County Board of McLean County, Illinois, that the following transfer of funds be made and that the County Clerk provide the County Auditor and the County Treasurer with certified copies of this Ordinance.

- (1) The following transfer of funds from the County Board Contingency Line Item Account shall be made:

Debit From	Account Title	Amount to Transfer
	Contingency Account	
	0001 - 0001 - 0001 - 0760.0001	\$ 1,225.00

- (2) The following increase shall be made in the Fiscal Year 2000 adopted budget for the Coroner's Office:

Credit To	Account Title	Amount to Transfer
	Coroner's Office	
	0001 - 0031 - 0038 - 0758.0003	\$ 1,225.00

129

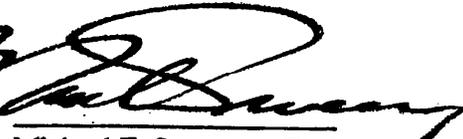
(2)

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2000.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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Members Sommer/Berglund moved the County Board approve an Appropriation Transfer Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance - Indigent Burial Expense - Coroner's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

McLEAN COUNTY BOARD PROCLAMATION

Organ/Tissue Donor Awareness Month – April, 2001

National Organ and Tissue Donor Awareness Week – April 15, 2001—April 22, 2001

WHEREAS, nearly 5,000 men, women and children in the State of Illinois are currently on waiting lists for life-saving transplants; and

WHEREAS, over 400 Illinois citizens died last year for lack of an available heart, lung, kidney, intestine, pancreas or liver; and

WHEREAS, fewer than one-third of the deaths that could result in the gift of organs actually result in donation; and

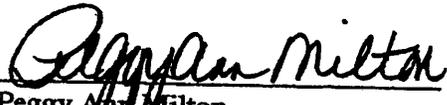
WHEREAS, Illinois Secretary of State Jesse White is urging all Illinois citizens to discuss the miracle of transplantation as a family, and to make a family commitment to organ and tissue donation; now, therefore

BE IT PROCLAIMED by the McLean County Board:

- (1) That McLean County, Illinois will observe Organ/Tissue Awareness Month during April of 2001; and
- (2) That McLean County, Illinois will observe National Organ and Tissue Donor Awareness Week during April 15, 2001 through April 22, 2001; and
- (3) That all citizens of McLean County are encouraged to take part in activities and observances designed to increase awareness of, and participation in, Organ and Tissue Donation programs.

ADOPTED by the McLean County Board this 17th day of April, 2001.

ATTEST:


Peggy Ann Milton,
McLean County Clerk

APPROVED:


Michael F. Sweeney, Chairman,
McLean County Board

Members Sommer/Renner moved the County Board approve a Resolution Proclaiming April 2001 as Organ/Tissue Donor Awareness Month and April 15-22, 2001 as National Organ and Tissue Donor Awareness Week - Coroner's Office. Member Selzer stated the Secretary of State would be in Bloomington/Normal today at 1:00 p.m. at the Epiphany School. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division

Fax (309) 888-5434

(309) 888-5370 Juvenile Division

Fax (309) 888-5831

TO: Honorable Members of the Justice Committee

FROM: Roxanne K. Castleman *RKC*

RE: Grant proposal

DATE: March 15, 2001

The Council of Juvenile Correctional Administrators (CJCA) is working to improve conditions of confinement in detention facilities by developing and implementing performance-based standards. The project is funded by the OFFICE of JUVENILE JUSTICE and DELINQUENCY PREVENTION (OJJDP) in the Office of Justice Programs, United States Department of Justice.

Fifty-seven (57) juvenile facilities across the country are currently participating in the performance-based standards project. McLean County Juvenile Detention is one of these facilities. The main goals of the project are to:

1. Develop a set of standards that individual facilities should strive to meet;
2. Create tools to help facilities attain these goals through regular self-assessment and self-improvement;
3. Allow facilities to evaluate their performance over time and in comparison to other facilities nationwide; and
4. Promote effective practices and help facilities support each other.

As part of this project, CJCA has appropriated demonstration grant funds to be used for staff training, program materials/equipment, site visits and technical assistance. This grant is 100% funded by CJCA requiring no matching funds from McLean County. We are requesting approval to submit a grant application as follows:

Staff training	\$ 7,927
Program materials and equipment	\$ 5,979
Site visits and technical assistance	\$ 4,306
Total	\$ 18,212

I will be present at the Justice Committee meeting to discuss this proposal with you, and to answer any questions you may have.

RKC:mp

Members Sommer/Selzer moved the County Board approve a Request for Approval of a Grant Application from the Council of Juvenile Correctional Administrators (CJCA) - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report is located on pages 165-174. Member Sommer also thanked Bria Perkins for her help.

PROPERTY COMMITTEE:
Member Bostic, Vice-Chairman, presented the following:



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
104 W. Front, Room 701 P.O. Box 2400
Bloomington, Illinois 61702-2400

April 2, 2001

Memo to: The Honorable Chairman and Members of the Property Committee
From: John M. Zeunik *John M. Zeunik*
Re: Proposed Purchase of the 115 East Washington Street Building

As announced on Thursday, March 22nd, by Mayor Judy Markowitz and County Board Chairman Mike Sweeney, the City of Bloomington and McLean County have proposed the joint purchase of the 115 East Washington Street Building (former Champion Federal Savings and Loan Bank Building). The final decision on whether to proceed with the proposed purchase rests with the City Council and the County Board.

Under the *Rules of the County Board*, the Property Committee exercises continuous review of the construction, repair, or remodeling of County buildings, additions, structures, parking lots, and other improvements at a cost of \$2500 or more or when more than 50% of the cost is by contract or contracts. During the Board's discussion of the Space Study Proposal submitted by LZT Associates, Inc., several Board members recommended that the Property Committee carefully consider various alternatives for any future office space needs. Consistent with the direction of the Board, I have enclosed the following exhibits to assist the Committee in your discussion and deliberations on the proposed purchase of the 115 East Washington Street Building:

- (1) Floor Plans of the 115 East Washington Street Building, with the total square feet of each area identified on the plans;
- (2) Term Sheet illustrating the proposed cost of purchasing and remodeling the 115 East Washington Street Building;
- (3) Term Sheet illustrating the proposed cost of building an addition of 55,000 square feet on the Law and Justice Center;
- (4) LZT Space Study Report on the projected office space needs in 2010 for the non Justice Offices presently located in the Law and Justice Center.

The Honorable Chairman and Members of the Property Committee
April 2, 2001
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Resolution, the Board may request that the PBC sell tax-exempt municipal bonds to finance the purchase and renovation of the 115 East Washington Street or to finance any additions to the Law and Justice Center. In December, 1987, and in January, 1988, the PBC issued \$10 million in Series A bonds and \$10 million in Series B bonds for the 108 bed jail addition and the addition of three floors to the building. In 1991, the PBC refinanced the original bonds and issued Certificates of Participation in the lease stream of debt service payments made by the County to the PBC.

Under Illinois law, the bonds issued by the PBC are backed by the full faith and credit of the County. The County agrees to levy a property tax in an amount sufficient to meet the annual debt service payment on the tax-exempt bonds issued by the PBC. The annual debt service on the outstanding Certificates of Participation is paid by the County levying a property tax in the amount of \$2,115,613.00. The Certificates of Participation are scheduled to be fully paid in January, 2008.

As noted on the Term Sheet illustrating the proposed cost of purchasing and remodeling the 115 East Washington Street Building, the projected annual debt service on a 10 year PBC general obligation municipal tax-exempt bond would be \$317,458.76. Based on the County's projected equalized assessed valuation for property tax bills due and payable in September, 2001, this would add 1.3 cents to the County's overall tax rate. In comparison, the annual debt service on a 55,000 square foot office space addition to the Law and Justice Center would be \$1,063,873.35. Again, using the projected equalized assessed valuation for property tax bills due and payable in September, 2001, this new addition would add 4.7 cents to the County's overall tax rate.

Another benefit of the proposed purchase is the ability to relocate the non-Justice offices in the Law and Justice Center to the 115 East Washington Street Building. As shown on the attached exhibit listing the projected space needs for non-Justice offices, LZT projects that the non-Justice offices will need 33,985 square feet of space by 2010. The 115 East Washington Street Building offers sufficient space to meet the projected needs of these offices. In addition, the available space can be easily remodeled to meet the specific customer service and workflow needs of these offices. In my preliminary conversations with City Manager Tom Hamilton, we have expressed a desire to locate complementary City and County offices (for example, County Clerk and City Election Commission; County Building and Zoning and City Planning and Building Code Enforcement) adjacent to each other in order to provide convenient services to the citizens. We have also discussed the possibility of the Regional Planning Commission's office being located adjacent to the City's Planning Department and the County's Building and Zoning Department.

The Honorable Chairman and Members of the Property Committee
April 2, 2001
Page Three

Based on LZT's projected office space needs for the Justice offices, the vacant space made available in the Law and Justice Center will accommodate the projected office space needs of the following Justice offices – Court Services, State's Attorney, Public Defender, Circuit Clerk, and Circuit Court – through 2010. This proposed alternative permits the County Board to focus more attention on the projected need for additional space for the Adult Detention Facility and Sheriff's Department.

Illinois law permits the County Board to seek approval by referendum for a $\frac{1}{4}$ of 1% increase in the Sales Tax to be used to finance additions to the Adult Detention Facility, Sheriff's Department, and the associated annual operating expenses. This alternative financing (see detailed description below) permits the County Board to finance any future addition to the Adult Detention Facility without adding to the County's overall property tax levy.

The PBC is permitted to issue tax-exempt "double-barreled" or "alternate" Revenue Bond. This bond is secured by two sources of repayment. The first source is a dedicated revenue stream from a fee or tax collected by the County. In the event the dedicated revenue stream from the fee or tax is insufficient to meet the debt service payment; the County is required to levy a property tax sufficient to meet the debt service. This explains why this bond is called a "double-barreled" or "alternate revenue" municipal bond.

Illinois law permits the County Board to seek approval by public referendum for a $\frac{1}{4}$ of 1% public safety sales tax to be levied in McLean County. The referendum to approve the public safety sales tax can request a higher percentage than $\frac{1}{4}$ of 1%. However, the additional increment is always $\frac{1}{4}$ of 1%. The proceeds from the public safety sales tax can be used to finance the costs of any building additions for the Adult Detention Facility and the Sheriff's Department. The public safety sales tax can also be used to pay the annual operating expenses for staffing, operating, and maintaining the additions to the jail.

Based on sales tax receipts in McLean County, the Illinois Department of Revenue projects that \$3,262,832.00 would be generated from a $\frac{1}{4}$ of 1% public safety sales tax. If the County were to decide to use this revenue stream as a source of repayment for any bonds issued by the PBC, the County must be able to generate coverage equal to 1.25 times the amount of the annual debt service payment on the PBC public safety sales tax bonds. Using the Department of Revenue projection, the PBC, on behalf of the County, would be able to sell approximately \$29 million of bonds. For your information, the cost per square foot for new jail space is \$185 - \$200 per square foot. To the extent that the

The Honorable Chairman and Members of the Property Committee
April 2, 2001
Page Four

project to be financed costs less than \$29 million, the County would be able to use the public safety sales tax to pay for the annual operating expenses of the jail addition.

In McLean County, the advantage of the public safety sales tax is that the burden of the additional debt service payment is not solely placed on the property taxpayer. Since McLean County is a regional retail shopping center destination, the public safety sales tax is paid by anyone who shops in McLean County. In addition, because of the sizeable amount of corporate travel expenses during the work week, the business traveler will pay the public safety sales tax.

Of course, the PBC can issue the "plain vanilla" general obligation, full faith and credit tax-exempt municipal bond that is backed by the County's property tax levy. This option would be identical to the PBC bonds that were issued in 1987 and 1988. The size of a general obligation bond issue would be limited by the maximum legal debt margin limitation and the Board's policy limitation on the amount of the property tax levy for debt service on the bonds.

Should you have any questions about the proposed purchase of the 115 East Washington Street Building and possible financing alternatives, please call me at 888-5110.

Thank you.

115 East Washington Street Building Bloomington, Illinois	April, 2001	Projected 2002
Purchase Price:	\$1,747,500.00	
Remodel Cost: (\$15 per sq. ft. x 55,000 sq. ft.)	\$825,000.00	
Finance Cost: (1.5% of Purchase + Remodel Cost)	\$38,587.50	
Contingency:	\$13,912.50	
TOTAL COST:	\$2,625,000.00	
FINANCING TERMS:		
Term of the Tax-Exempt Bonds:	10 Years	
"AA" Tax-Exempt Interest Rate:	4.50%	
Total Amount to be Financed:	\$2,625,000.00	
Annual Debt Service Payment:	\$317,458.76	\$317,458.76
Projected Increase in Tax Rate:	\$0.01403	\$0.01342
Projected Annual Operating Costs: 120,000/75,000=1.6 Factor \$461,931 x 1.6 = \$739,090 \$739,090 * 0.50 = \$369,545	\$369,545.00	\$386,174.53
Annual Rental Payment to PBC:	\$0.01633	\$0.01633
Impact on a \$150,000 Home using Projected EAV:	\$15.18	\$14.87

New Construction Addition to Law & Justice Center Bloomington, Illinois		April, 2001	Projected 2002
Projected Cost of \$150/sq. ft. x 55,000 square feet		\$8,250,000.00	
Finance Cost: (1.5% of Projected Cost)		\$123,750.00	
Contingency:		\$44,380.00	
TOTAL COST:		\$8,418,130.00	
FINANCING TERMS:			
Term of the Tax-Exempt Bonds:		10 Years	
"AA" Tax-Exempt Interest Rate:		4.50%	
Total Amount to be Financed:		\$8,418,130.00	
Annual Debt Service Payment:		\$1,063,873.35	\$1,063,873.35
Projected Increase in Tax Rate:		\$0.04701	\$0.04498
Projected Annual Operating Costs: 120,000/75,000=1.6 Factor \$461,931 x 1.6 = \$739,090 \$739,090 * 0.50 = \$369,545		\$369,545.00	\$386,174.53
Annual Rental Payment to PBC:		\$0.01633	\$0.01633
Impact on a \$150,000 Home using Projected EAV:		\$31.67	\$30.65

**Non Justice County Offices
Law and Justice Center**

	Total 2000 Total Existing Square Feet	LZT Space Study Total 2010 Projected Square Feet
6th Floor		
County Auditor	2464	3092
7th Floor		
County Board Room	2130	2500
County Board/ County Administrator	1368	2633
Information Services	3247	3879
County Clerk	3276	4420
Supervisor of Assessments	2576	3335
County Treasurer	2156	4159
Building and Zoning	2052	2252
County Recorder	1584	3233
1st Floor/Common Areas		
Facilities Management	1500	1500
Risk Management	294	350
Mail Services	200	200
Storage	1680	1932
Conference Rooms	500	500
TOTAL:	25027	33985
Projected Increase:		8958

After introducing Georgia Gebhardt, Members Bostic/Owens moved the County Board approve a Request for Approval of Recommendation to Purchase the 115 East Washington Street Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Vice-Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

**Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to enter into a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The initial term of this lease agreement shall commence on July 1, 2001, and terminate on June 30, 2003.
2. **Rent.**
 - a. Rent for the first year of the initial term shall be calculated at \$6.90 per occupied s.f. times 4,788 s.f. or \$33,037.20 per annum, payable in twelve equal monthly installments of \$2,753.10.
 - Rent for the second year of the initial term shall be calculated at \$7.25 per occupied s.f. times 4,788 s.f. or \$34,713.00 per annum, payable in twelve equal monthly installments of \$2,892.75.
 - b. Rent, for purposes of this agreement, shall be defined as all rent, utilities (except telephone services), custodial, and general maintenance.
 - c. All rent payments shall be mailed to the below address:

McLean County Treasurer
104 W. Front Street, Suite 706
Bloomington, Illinois 61702-2400
 - d. The monthly rent payment during each month of the initial term and any extension thereof shall be payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.
5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the

foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property Damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

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

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The

certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.
14. **Hazardous Material.**
 - a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
 - b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,
 - (i) CSED shall immediately notify COUNTY of the event;
 - (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;

- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 16(a) and 16(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided, at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the lease premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the lease premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.

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- c. Have specific performance of CSED's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
20. **Termination; Surrender of Possession.**
- a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.
 - b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of April, 2001.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: Charles Reynard, McLean County States Attorney

By: Michael F. Sweeney, Chairman of the McLean County Board

ATTEST:

By: _____

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

Members Bostic/Nuckolls moved the County Board approve a Lease Agreement - Child Support Enforcement Division - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Vice-Chairman, presented the following:



MASTER ENERGY SERVICES AGREEMENT

This Master Energy Services Agreement ("Agreement") is entered into by and between Nicor Energy, L.L.C., a Delaware Limited Liability Company, ("Nicor Energy") and McLean County and its authorized agents ("Customer") for the facilities specified in Exhibit B hereto, (individually referred to as "Party" and collectively referred to as "Parties"). This Agreement shall be effective as of the 1st day of June, 2001 ("Effective Date"), or the effective date of transportation as determined by the utility, if later. This Agreement establishes mutually agreed and legally binding terms governing the commodities and services offered by Nicor Energy to the Customer during the period this Agreement is in effect. The Parties acknowledge that the terms and conditions set forth in this Agreement shall be incorporated in any and all Exhibits executed by the Parties. The commodities and services to be provided by Nicor Energy to the Customer shall be evidenced by an executed Exhibit substantially in the form attached hereto as Exhibit A.

COMMODITY/SERVICE

- 1) Nicor Energy agrees to provide at the facilities set forth in Exhibit B and the Customer agrees to receive and purchase from Nicor Energy the commodity(ies) and/or the service(s) as described herein or in any executed Exhibit A.
- 2) Provide firm natural gas deliveries as delivered by Customer's Local Distribution Company (LDC) up to a Maximum Daily Contract Quantity (MDCQ) as determined by Customer's LDC in therms per day. Nicor Energy will provide on a best efforts basis amounts requested in excess of the MDCQ.

PURCHASE PRICE QUANTITY

\$0.578 *JWC*

The commodity price/quantity during the Term of this Agreement shall be priced at ~~\$0.945~~ per Therm ~~above the NGI first of the month index price for delivery to the Midwest (Illinois via NGPL) as designated in the table entitled "California Border & Non-Utility End-User Citygate Tables," as adjusted for unaccounted gas as determined by Customer's local distribution company plus a monthly service fee of \$350.00, unless an executed Exhibit A specifies other quantity and pricing terms.~~

TERM OF CONTRACT

~~THE TERM OF THIS AGREEMENT SHALL BEGIN ON THE EFFECTIVE DATE AND SHALL REMAIN IN EFFECT FOR A PERIOD OF TWO YEAR ("TERM") AND THE TERM SHALL CONTINUOUSLY RENEW UNLESS EITHER PARTY PROVIDES SEVENTY (70) DAYS WRITTEN NOTICE OF ITS INTENTION TO TERMINATE PRIOR TO THE THEN EFFECTIVE TERM. UPON TERMINATION, THIS AGREEMENT SHALL CONTINUE TO APPLY TO ALL EXHIBITS THEN IN EFFECT UNTIL THE OBLIGATIONS PURSUANT TO THE EXECUTED EXHIBITS ARE COMPLETED. IF NICOR ENERGY REQUIRES ANY CHANGES TO THE PRICE OR MATERIAL TERMS OF THIS AGREEMENT, NICOR ENERGY SHALL PROVIDE CUSTOMER WITH WRITTEN NOTICE OF ANY SUCH CHANGE SEVENTY-FIVE (75) DAYS BEFORE EXPIRATION OF THE THEN EFFECTIVE TERM. ALL CHANGES SHALL BECOME EFFECTIVE ON THE ANNIVERSARY DATE UNLESS THE CUSTOMER PROVIDES NICOR ENERGY WITH WRITTEN NOTICE REJECTING THE PROPOSED CHANGES WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE CHANGE NOTICE FROM NICOR ENERGY. THE PARTIES AGREE THAT THE ABOVE CHANGE PROCEDURE SHALL BE CONSIDERED A "WRITING" AND TO HAVE BEEN "SIGNED" BY THE PARTIES. IF THE CUSTOMER DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT, OR FAILS TO MAKE TIMELY PAYMENTS FOR SERVICES RENDERED, NICOR ENERGY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO TERMINATE THIS AGREEMENT WITHIN FIVE (5) DAYS WRITTEN NOTICE TO CUSTOMER. CUSTOMER OR NICOR ENERGY WILL BE OBLIGATED TO PAY FOR ANY DAMAGES, INCURRED BY THE NON-DEFAULTING PARTY RESULTING FROM CUSTOMER OR NICOR ENERGY'S FAILURE TO COMPLY WITH ANY TERMS OF THE AGREEMENT OR RESULTING FROM EARLY TERMINATION.~~

JWC

CUSTOMER REQUIREMENTS

Customer will provide Nicor Energy with requisite production schedules, facilities and equipment usage and existing storage balances, if applicable, prior to the inception of service and notify Nicor Energy in writing in advance of any changes in the above which may affect Customer's natural gas usage. Customer will install and maintain telecommunication equipment (if required by Customer's utility).

PAYMENT/TAXES

A late payment charge of one and one-half percent (1 1/2%) per month on any past due balance shall be imposed. Customer is responsible for any and all taxes, fees or charges imposed on the sale or subsequent use of the gas or after said delivery to Customer's utility as well as any and all taxes, fees or charges imposed on commodities or services covered by this Agreement which are levied after the Effective Date.

UTILITY TARIFFS AND REGULATIONS

If there are any regulatory changes that adversely affect Nicor Energy's ability to perform under this Agreement (i.e. - change in tariffs, rules, regulations or procedures of Customer's gas utility or of the transporting pipelines utilized by Nicor Energy to perform hereunder), then Nicor Energy may amend or terminate this Agreement upon thirty (30) days notice.

AGENCY

Nicor Energy is authorized for the Term of this Agreement to act as exclusive agent for the Customer for the delivery of commodities or services specified in any executed Exhibit A. In addition, Nicor Energy is authorized to receive Customer

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account information, make all rate and tariff selections including execution of contracts and make payments as required by Customer's utility to provide natural gas service.

FINANCIAL RESPONSIBILITIES

Customer shall meet Nicor Energy's credit requirements during the term of this Agreement and shall provide any financial information available as reasonably requested by Nicor Energy for its credit evaluation(s). Nicor Energy may request adequate assurance such as a parental guaranty, letters of credit, or deposit in a form reasonably acceptable to Nicor Energy of performance when reasonable grounds for insecurity of payment arise. In the event the Customer shall 1) make an assignment or any general arrangement for the benefit of creditors; 2) default in the payment or performance of any obligation under this Agreement; 3) file a petition or otherwise commence, authorize, or acquiesce in the commencement proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such a petition filed or proceeding commenced against it; 4) otherwise become bankrupt or insolvent; 5) be unable to pay its debts as they become due; or 6) fail to give adequate assurance of its ability to perform its obligations under this Agreement within twenty-four (24) hours of a reasonable request by Nicor Energy, then Nicor Energy shall have the right to suspend performance or terminate this Agreement, without prior notice, in addition to any and all other remedies available hereunder or pursuant to law.

MISCELLANEOUS

The term "Agreement" constitutes the entire agreement of the Parties, including applicable Exhibits which are hereby incorporated into this Agreement by reference. This Agreement may not be altered without the prior written consent of both Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. The Parties acknowledge that title to all commodities shall pass outside the State of Illinois. This Agreement may only be assigned by Nicor Energy. Any waiver or accommodation of any terms of this Agreement shall not diminish the future enforceability of this Agreement. Customer agrees not to disclose any term of this Agreement to a third-party (other than Customer's affiliates, officers, directors, employees, lenders, counsel or accountants) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. Nicor Energy's obligations to perform shall only be interrupted for Acts of God or events of force majeure on the transporting pipelines, LDCs and transmitting utilities. Nicor Energy shall indemnify and hold Customer harmless for all excess storage charges and unauthorized use charges as imposed by Customer's utility up to the Maximum Daily Contract Quantity specified in any executed Exhibit A which are caused by Nicor Energy's failure to perform under the terms of this Agreement. Customer shall indemnify Nicor Energy for any losses, damages or costs that result from Customer's failure to comply with the terms of this Agreement or as a result of any negligence on the part of the Customer. Notwithstanding anything to the contrary in this Agreement, in no event will Nicor Energy be liable to Customer for any special, indirect, or consequential damages of any kind arising out of or in any way related to performance or non-performance of the obligations hereunder. The terms/conditions of this Agreement shall supercede all existing contracts entered into between Customer and Nicor Energy to the extent they conflict with this Agreement.

In Witness Whereof, the Parties hereby acknowledge that they have heretofore executed this Master Energy Services Agreement and any applicable Exhibit(s) A which is (are) incorporated herein and made a part of this Agreement.

NOTICES

Any correspondence provided for in this Agreement, or any notice which a Party may give to the other, shall be in writing and considered duly delivered when received if sent by facsimile, telex, courier or overnight delivery service, or first-class mail to the other Party at the following address:

Nicor Energy, L.L.C.
1001 Warrenville Rd., Suite 550
Lisle, IL 60532-4306
Phone Number (630) 435-6400
Facsimile Number (630) 435-1583

CUSTOMER NAME McLean County

CONTACT NAME Mr. Jack Moody

ADDRESS 104 West Front Street

CITY/STATE/ZIP Bloomington, IL 61702

PHONE 309-888-5192

EMAIL jack@mclean.gov

FACSIMILE 309-888-5604

BILLING ADDRESS (if different)

CITY/STATE/ZIP

NICOR ENERGY, L.L.C.

Shaun P. Forkin
(Signature)

BY: Shaun Forkin

TITLE: Director Major Markets

DATE: 4-27-01

Revised 2/14/01

CUSTOMER: McLean County (Print)

Michael F. Sweeney
(Signature)

BY: Mr. Michael F. Sweeney

TITLE: Chairman, McLean County Board

DATE: 04/19/01

Exhibit A Fixed Pricing Plan - With Index True-Up

Customer will receive one total bill for service which includes items (1), (2), (3) and (4) as shown below. If a billing period spans more than one calendar month, gas supply costs will be prorated based on the applicable fixed volumes and the applicable monthly Nicor Energy weighted average price as set forth in Gas Daily.

1. Gas Supply Costs:

- a. In the event that Customer currently maintains a storage bank with an LDC at the effective date of this Agreement, customer acknowledges that the first metered gas consumed under this Agreement shall be supplied from the storage bank and priced as set forth in subparagraph b below.
- b. Monthly gas supply costs have been offered to Customer on 03/22/01 (Offer Date) at a price of ~~\$0.58~~ ^{\$0.578} per therm (Offer Price) for the applicable fixed volumes listed below, notwithstanding actual metered gas consumption. The offer price expires on 03/22/01. Monthly metered gas consumption above or below the fixed volumes will be billed at \$0.00 per therm above the monthly Nicor Energy average weighted price as set forth in Gas Daily.

(Handwritten initials: mi, jwc)

WHEN THIS EXHIBIT EXPIRES, YOUR PRICE WILL REVERT TO THE PRICE AND TERM SPECIFIED ON THE MASTER ENERGY SERVICES AGREEMENT.

	Fixed Volumes (in Therms)					
	2001	2002	2003	20	20	20
January		78,760	78,760			
February		55,980	55,980			
March		57,770	57,770			
April		37,420	37,420			
May		23,280	23,280			
June	18,060	18,060				
July	16,200	16,200				
August	16,510	16,510				
September	18,320	18,320				
October	36,540	36,540				
November	50,390	50,390				
December	70,990	70,990				

- 2. Local Gas Distribution Utility Charges - includes actual charges for distribution and storage to facilities specified in Exhibit B.
- 3. Service/Pooling Fee: \$ 350.00 monthly.
- 4. All Applicable Taxes.
- 5. Maximum Daily Contract Quantity (MDCQ) as determined by your Local Distribution Company in therms per day.

In the event that the index mentioned above is not available, the parties will mutually agree upon an alternate index. Once the Fixed Price term expires the pricing methodology will convert to the Gas Daily Daily index + Nicor Energy margin.

FOR NICOR ENERGY D.L.C.
(Signature: Shaun Forkin)
 Accepted by (Signature)
Shaun Forkin
 Accepted by
Director Major Markets
 Official Capacity
 Date 4-27-01
 Nicor Energy Code _____
 Revised 2/14/01

FOR CUSTOMER
 McLean County
 Customer's Name
 Mr. Michael F. Sweeney
 Accepted by (Print or Type)
(Signature)
 Accepted By (Signature)
 Chairman, McLean County Board
 Official Capacity
 Date 04/17/01

Exhibit B

**McLean County
Locations to be covered by Nicor Energy Agreement**

Location Name	Address	Town	Account #	Meter #	MDCQ	Rate
McLean County Nursing Home	901 North Main Street	Normal	621849500	2836530	759	74
Fairview Building	905 North Main Street	Normal	621849510	2793130	132	74
McLean County Detention Center	903 North Main Street	Normal	621849561	2835808	289	74
McLean Law Justice Center	108 West Front Street	Bloomington	615799502	3891408	1688	74
McLean County Courthouse	200 North Main Street	Bloomington	615799510	2748952	262	74
200 West Front Building	200 West Front Street	Bloomington	615799561	2384863	344	74
McLean County Hwy Dept	ES Towanda Barnes Rd	Bloomington	606809800	2962520	149	74
McBarnes Building	1/2 Mile S Rt9	Bloomington	639829503	3145427	152	74
	201 East Grove St	Bloomington				

Members Bostic/Salch moved the County Board approve an Agreement with NICOR Energy for Natural Gas Service - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Bostic, Vice-Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

The Town of the City of Bloomington

as Tenant,

for

**Office Space Located on the Third Floor of
200 West Front Street, Bloomington, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Town of the City of Bloomington, (hereinafter referred to as "CITY") as Tenant, desire to continue a lease agreement for office space consisting of 1,640 s.f. located on the southwest corner of the third floor of the 200 West Front Street building, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The initial term of this lease agreement shall be for two (2) years to commence on **March 1, 2001**, and terminate on **February 28, 2003**.

CITY may, at its option, extend this lease agreement for one (1) additional two (2) year period by sending notice to COUNTY 90-days prior to the termination of the initial term to the address below indicating its intentions to so extend the lease agreement.

**Office of the County Administrator
McLean County
104 W. Front Street, Room 701
Bloomington, Illinois 61702-2400**

(With copies to):
**Director, Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400**

2. **Rent.**
 - a. Rent for the initial term of this lease agreement shall be \$20,589.60 per year payable in equal monthly installments of **\$1,715.80**.
 - b. Rent for additional two-year lease extension period shall be \$21,544.08 per year payable in equal monthly installments of **\$1,795.34**.
 - c. **The above annual rents include payment to COUNTY by CITY for four (4) random parking stalls located in the leased parking lot commonly called the Annex Parking Lot, 109 S. Madison Street, Bloomington, Illinois, at \$25.00 per month per stall. Parking shall not be assigned by stall number. However, CITY may park in any unoccupied parking stall numbered 1-78, 24-hours a day, 7-days a week. Should COUNTY lose the lease to this parking lot, COUNTY is under no obligation to provide CITY with any parking facilities. Additionally, the above annual rents include payment to**

County by City in the amount of \$25.00 per month for one (1) parking stall numbered 37 located in the contiguous parking lot adjacent and south of BUILDING.

d. All rent payments shall be mailed to the below address:

McLean County Treasurer
McLean County
104 W. Front Street, Room 706
Bloomington, Illinois 61702-2400

e. The monthly rent payment during the initial term of this lease and any subsequent extensions shall be payable to COUNTY on the first day of each month.

3. **Tenant's Use and Operation.** CITY shall use the aforementioned leased premises only for the purposes of its general business office. CITY shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. CITY shall, during the initial term of the lease and during an extensions thereof, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall pay all electrical and gas utility invoices from the utility providers who service BUILDING, including the leased premises. CITY shall reimburse COUNTY for the actual utilities used by CITY on a **quarterly basis** via an invoice mailed to CITY by COUNTY. The calculation for determining an accurate billing each quarter for actual electricity and gas used by CITY shall be:

Month: (example calculation)

Electricity Total:	\$XXXX.XX
Gas Total:	+ \$YYYY.YY
Sub Total:	\$ ZZZZZ.ZZ

\$ZZZZZ.ZZ times 3rd Floor Portion @ 20.7% of BUILDING =	\$AAA.AA
\$AAA.AA CITY Office @13% of 3rd Floor:	<u>Billed Amount</u>

CITY shall be responsible for the payment of any phone and data services for their leased premises.

5. **Building Common Areas:** CITY shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjourning sidewalks, entryway lobby and atrium areas for the purpose of egress and ingress of CITY employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

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Page three

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CITY or its employees or clients. CITY shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CITY shall keep all glass areas of the leased premises clean which are visible from the BUILDING common area hallways. CITY shall be responsible for their own custodial needs and the cost or replacement ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide CITY no parking stalls at BUILDING except for parking stall number 37 as identified in paragraph two (2) of this lease agreement and further, CITY agrees not to park any employee vehicles in the lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.
8. **Alterations.** No alterations or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of CITY displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CITY certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by CITY at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by CITY that CITY may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CITY shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CITY agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs,

expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CITY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CITY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CITY shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CITY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CITY business. CITY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CITY is given written request for same. COUNTY shall bill CITY without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CITY shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CITY in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an Additional Insured in all policies of liability insurance maintained pursuant to this provision. CITY shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease or any subsequent lease agreement extensions thereof. CITY shall furnish COUNTY additional certificates of insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate(s).

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

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10. **Conduct.** CITY shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CITY without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions, or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** CITY expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et. seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et. seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
 - b. **Disclosure, Remediation, Liability, and Indemnification.** CITY expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CITY, its agents, employees, invitees, clients, or licensees, or by the negligence of CITY, its agents, employees, invitees, clients, or licensees,

- (i) CITY shall immediately notify COUNTY of the event;
 - (ii) CITY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) CITY shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) CITY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) CITY shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** CITY expressly covenants and agrees that the duties, obligations, and liabilities of CITY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CITY and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CITY to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of CITY shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CITY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CITY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CITY shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CITY in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered

unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CITY shall have the right to terminate this lease agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CITY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CITY shall be appointed by reason of CITY's insolvency or inability to pay its debts, or if any assignment shall be made of CITY's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of CITY hereunder, by giving the CITY notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CITY shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CITY shall fail to make any payment of any rent or utilities and maintenance quarterly invoice hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CITY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CITY shall abandon or vacate the premises during the term of this lease agreement, or if CITY shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CITY, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity:
 - a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CITY during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CITY to COUNTY.
 - b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate CITY's right to possession and repossess the leased premises without demand or notice of any kind to CITY, in which case COUNTY may relet

all or any part of the leased premises. CITY shall be responsible for all costs of reletting. CITY shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CITY obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, CITY shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease agreement, ordinary wear and tear excepted), remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at CITY's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to CITY's business and repair any damage caused by such removal.
 - (iv) CITY agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by CITY has been removed by CITY, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by CITY.
- b. If CITY shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of CITY which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to CITY or to any other person. The failure of CITY to remove any property from the leased premises shall forever bar CITY from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CITY requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CITY.

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

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Room 701
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400

If to Town of the City of Bloomington:

Office of the ~~Supervisor of Assessments~~
Town of the City of Bloomington
200 W. Front Street, 3rd Floor
Bloomington, Illinois 61701

Township Assessor *mwd*

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms and condition herein specified, so far as applicable.

- 26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CITY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 27. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page nine (9) of this agreement pertaining to all notices.
- 28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of April, 2001.

APPROVED:

Town of the City of Bloomington

McLean County

By: Michael Ireland

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

ATTEST:

By: Dorey Covert

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

AssessorLease01.Doc

Members Bostic/Pokorney moved the County Board approve a Revised Lease for the Town of the City of Bloomington - Lease for Office Space in the 200 West Front Street Building - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Georgia Gebhardt stated there were no other Items for Action and the General Report is located on pages 219-235.

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

**RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY
TO APPROVE FINANCING FOR THE PURCHASE, ACQUISITION, AND
REMODELING OF THE 115 EAST WASHINGTON STREET BUILDING
FOR OCCUPANCY AND USE
BY McLEAN COUNTY OFFICES AND DEPARTMENTS**

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and acquisition of real property; and,

WHEREAS, the McLean County Board, at its regular meeting on April 17, 2001, approved the recommendation received from the Finance Committee and the Property Committee to jointly purchase with the City of Bloomington the 115 East Washington Building for occupancy and use by McLean County Offices and Departments; and,

WHEREAS, the McLean County Board has requested that the Commission, pursuant to the authority granted the Commission under the Act, finance the purchase, acquisition and remodeling of the 115 East Washington Street Building and then lease the 115 East Washington Street to the County for its use; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

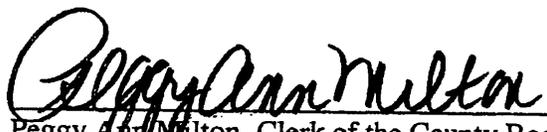
- 1) The McLean County Board hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, finance the purchase, acquisition, and remodeling of the 115 East Washington Street Building and then lease the 115 East Washington Street to the County for its use.
- 2) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

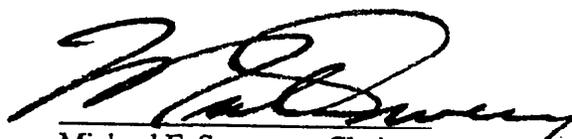
(2)

ADOPTED by the McLean County Board this 17th day of April, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Arnold moved the County Board approve a Resolution of the McLean County Board Requesting the Public Building Commission of McLean County to Approve Financing for the Purchase, Acquisition, and Remodeling of the 115 East Washington Street Building for Occupancy and Use by McLean County Offices and Departments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

PBCRES_115EWASHST.APR
04/17/01

Member Sorensen, Chairman, presented the following:

ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE FISCAL YEAR 2002

SECTION 5311 NON-METRO PUBLIC TRANSPORTATION

OPERATING ASSISTANCE GRANT APPLICATION

AND

INTERCITY BUS GRANT APPLICATION

SUBMITTED BY

McLean County

SECTION 5311 OPERATING ASSISTANCE CHECKLIST
(Must be completed and Submitted with Application)

- Applicant's Certificate of Intent
- Fully executed Resolution/Ordinance for both Application and Agreement
- Fully executed Operating Entity Certification(s)
- Documentation describing Coordination and Private Sector Participation as Attachment A
- Lists and Surveys of Applicable Unions and Association attached as Attachment B
- Indirect Costs Proposal as Attachment C
- Draft Purchase of Service Agreement(s) between the applicant and the service provider(s) as Attachment D (if applicable)
- Fully completed Exhibit A - Proposed FY 2001 Budget
- Fully completed Exhibit B - Standard Form 424
- Fully executed Exhibit C - Certifications and Assurances for Grantees
- Fully completed Exhibit G - Non-Vehicle Capital Asset Inventory
- Fully completed Exhibit H - Vehicle Asset Inventory

COMMENTS

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

Because the Grantee has not purchased any non-vehicle capital equipment, an Exhibit G is not being submitted at this time.

APPLICANT'S CERTIFICATION OF INTENT

Applicant: McLean County

Address: McLean County Law & Justice Center

104 W. Front, P.O. Box 2400

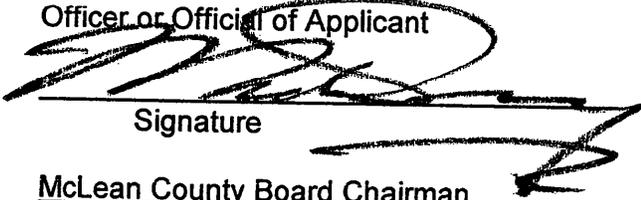
Bloomington, IL 61702-2400

<u>Philip Dick</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone
<u>309-888-5768</u>		
Fax Number		
<u>Philip@mclean.gov</u>		
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

April 17, 2001

Date

SERVICE PLAN CHARACTERISTICS

PROJECT SERVICE AREA

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The 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. In addition, any frequent routine transit routes that the grantee provides, that either begin or end within the geographic service area, but that extend outside of the geographic service area must be noted below as a **Frequent Extension**, but must not be included in the Project Service Area. For example, if the grantee provides repeated frequent service from the Project Service area to hospitals in St. Louis, please include this as a **Frequent Extension**.

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 official representation; rather, it is mainly intended to convey the project service area.

Ford, Iroquois, Livingston and rural McLean Counties

Frequent Extension Routes

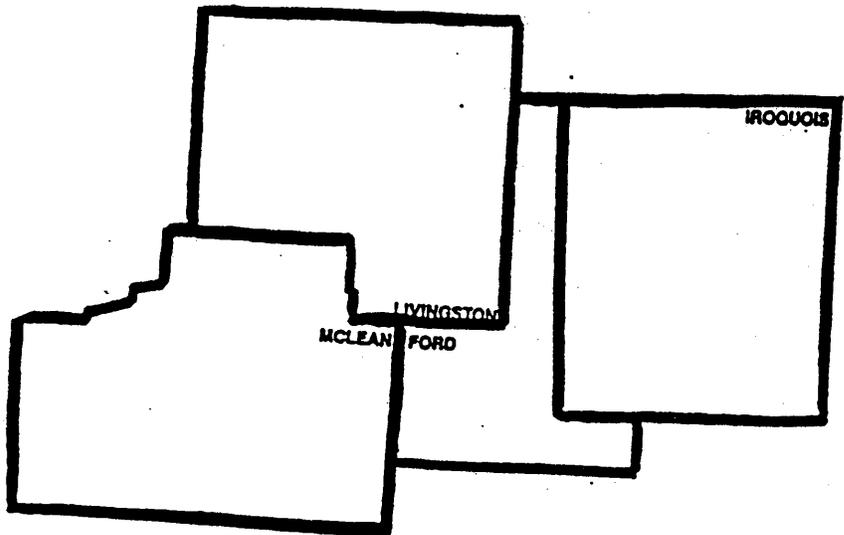
To: Kankakee From: Iroquois County

Total square miles of service area: 3,815

Population of service area: 124,122

If service area is comprised of multiple counties, please provide this information for each county.

<u>County Served</u>	<u>Square Mileage</u>	<u>Population</u>
<u>Ford</u>	<u>468</u>	<u>14,275</u>
<u>Iroquois</u>	<u>1,120</u>	<u>30,787</u>
<u>Livingston</u>	<u>1,043</u>	<u>39,301</u>
<u>McLean (rural)</u>	<u>1,184</u>	<u>39,759</u>



SERVICE PROVISION AND OPERATORS

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which **portion of the service and/or which portion of the service area** each operator will handle. Also, please describe the method that is to be used to coordinate service between operators to guarantee all target service groups are accommodated, as well as the marketing plan proposed for use to ensure that all target service groups (including the general public) will be made aware of the transit service.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+, disabled, general public, etc.) If more space is needed, please attach additional pages.

Operator	Target Service Group	Service Area
SHOW BUS	General Public	four counties

Service Coordination Method

SHOW BUS is the only service provider.

Service Marketing Plan

The SHOW BUS staff member assigned to do community relations does the marketing of the service through presentations to groups, brochures, newsletters, displays and special promotions.

PUBLIC TRANSPORTATION SERVICE

Proposed Level of Transportation Service

Below, please give a detailed description of the proposed type and schedule of transportation services to be provided by operator(s).

Notes: Operator name(s) should correspond to listed operators from the previous question. Service Type is the method of provision (fixed route, deviated fixed route, demand response, subscription, etc.); Schedule is the proposed days and hours of service availability. If more space is needed, please attach additional pages.

Operator	Service Type	Schedule
SHOW BUS	Demand response	M - F 7:30-5:00

SERVICE PROJECTIONS

Projected number of total passenger trips: [type info]

Please provide the number of projected total passenger trips by Operator:

Operator:	Projected total passenger trips
SHOW BUS	50,000

5311 service miles (estimated) 200,000

Intercity bus service miles (estimated) 50,000

If service area is multiple counties, please provide this information for each county.

County Served	Passenger Trips	5311 Miles	Intercity Bus Miles
Ford	5,000	10,000	5,000
Iroquois	20,000	65,000	15,000
Livingston	12,500	80,000	25,000
McLean	12,500	45,000	5,000

180

PROPOSED METHOD OF ACCESSIBILITY

Below, please give a detailed description of the proposed method of system access or service request by the general public and transportation disadvantaged groups. Attach the proposed marketing plan used to ensure that the system provides access or service to the **general public and transportation disadvantaged groups**.

Notes: Proposed Request Method is the method a user would use to request or obtain the bus service (e.g. telephone reservation, scheduled subscription, planned group transportation, regularly scheduled public access or open fixed route systems, etc.). Percentage of Total Service is the percentage of total service requests that each Request Method is expected to generate. Attach additional pages if necessary.

Operator	Proposed Request Method	% of Total Service
SHOW BUS	Toll free phone#	90%
SHOW BUS	Planned group transportation	10%

EXISTING SERVICES AND RESOURCES

In order to fulfill Federal Department of Transportation regulations, the Illinois Department of Transportation must maintain, at all times during the project, an accurate up-to-date listing of all potential transportation service contractors and any labor organizations that may represent employees of such contractors. Therefore, the following actions and/or information are required.

COORDINATION AND PRIVATE SECTOR PARTICIPATION

Each applicant must notify all private providers in the service area to inform them of the intended service plan and ascertain whether they would be interested in participating in any contracts or agreements for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. The applicant must also establish a process by which contractor disputes or conflicts arising out of the Section 5311 program are properly heard and settled.

Also, the applicant must detail what steps have been taken and the procedures established to include other transit agencies or providers located within the service area for which Section 5311 funds are being requested.

Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as **Attachment A** to the application.

Providers List for 2002 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

Beyer Twin City Cab
607 S. Gridley
Bloomington, IL 61701

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

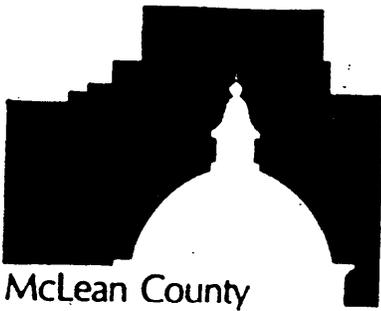
Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 North Morris Avenue
Bloomington, IL 61701

Elegant Limousines
112 E. Jefferson
Bloomington, IL 61701

Sent letters 3-28-02

Provider List



McLean County

Sample

DEPARTMENT OF BUILDING & ZONING
(309) 888-5160 Fax (309) 888-5768
104 W. Front, Room 707 P.O. Box 2400

Bloomington, Illinois 61702-2400

March 28, 2001

Futures Unlimited
210 E. Torrance
Pontiac, IL 61764

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 April 13, 2001 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Philip Dick".

Philip Dick, AICP, County Planner
Grantee Project Manager

Pwd/IDOT/Provide.0301

UNION INVOLVEMENT

List all unions or associations representing employees of transit operators such as Non-Profit Agencies, For-Profit Transit Operators, and Public Transit within the applicant's service area or attach lists and surveys of applicable unions and associations as **Attachment B** to the application.

Union or Association	Transit Operator Represented
Amalgamated Transit Union	Bloomington-Normal Public Transit

LOCAL PLANNING EFFORTS

Describe what role, if any, local planning activities/initiatives played in the development of the proposed FY02 Section 5311 program. Also, what general area development plans, if any, were used in the development of this program. (Example: county comprehensive plans, ridership surveys, technical studies, etc.)

SHOW BUS is included in McLean County's TIF annually. The SHOW BUS Director is a member of McLean County's Transportation Advisory Council which meets monthly and includes representatives from McLean County Regional Planning and Bloomington-Normal Public Transit. SHOW BUS has ongoing contacts with the other county boards in the service area as well as township and village and city officials in the four county area.

Describe your planning efforts over the past 5 years.

Planning efforts during the past 5 years have been as described above.

RIDERSHIP AND SERVICE DEMAND SURVEYS

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize.

Routing and scheduling are based on current service provided. A needs assessment conducted by United Way of McLean County last year indicated a need for more rural transportation. Ridership surveys are conducted on an ongoing basis and indicate a high level of satisfaction among passengers.

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Union Involvement

Attachment B

The Amalgamated Transit Union represents employees of the Bloomington-Normal Public Transit System.

OPERATING AND MANAGEMENT PLANS

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*):

I Robert O. Bertsche hereby certify that Meadows Mennonite Retirement Community is:
(Name of authorized official of operator) d/b/a SHOW BUS (Name of operator)

(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 (specify) |

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

Federal Employer's Identification Number

is 37-0791831

Robert O. Bertsche
Officer or Official Signature

CEO, Meadows Mennonite Retirement Community
Title

3-26-01
Date

AGENCY CONTACTS

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

Name: Philip Dick

Title: McLean County Grantee Project Manager

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: philip@mclean.gov

Please provide the E-mail address,
NOT the Internet web-site address.

Operator's contact person responsible for project and financial management:

<u>Operator</u>	<u>Contact Person</u>	<u>Title</u>	<u>Phone</u>	<u>E-Mail</u>
SHOW BUS	Mary Davis	Director	309-7472454	

CONTRACTING METHOD

Identify the system used for the selection of operator(s) (check only one for each operator):

- Not applicable, grantee is the operator
- Pass Through Operator (Operator is a not-for-profit agency that is providing some or all of the local match)
- Qualifications-based proposal
- Performance-based proposal
- Low Bid proposal
- Negotiated Bid
- Sole Source
- Other

If other, please describe:

SOLICITATION METHODS (IF APPLICABLE)

If the grantee is not the operator, or the operator is not a pass through operator, describe the methods the applicant used for the solicitation of the proposed services and identification of potential operator(s):

MANAGEMENT REVIEW

If grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and financial capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements:

The service provider has had 21 years experience operating the program, 12 of which have been as a Section 5311 provider. The SHOW BUS budget, requisitions and financial statement are reviewed by the Grantee Project Manager.

SERVICE MONITORING

Please describe any planned and regularly scheduled monitoring methods to be employed by the applicant to ensure compliance with service delivery and contract(s) compliance:

The Grantee Project Manager makes periodic inspections and conducts interviews with the SHOW BUS Director.

EMPLOYEE UTILIZATION - SECTION 5311 TRANSPORTATION PROGRAM

Please provide the following "Transportation Employee Utilization" information for the grantee and each proposed operator.

Note: In cases where the operator(s) provide multiple types of services, the information requested is for Section 5311 and other transportation programs only. Each permanent (part/full-time) employee allocated to Transportation must be listed by **Job Title**. Job Title is the specific work description of all of the operator's employees allocated to Transportation Programs. "General" and "administrative" pool employees may be grouped as a "class". These pool employees are those who have a variety of responsibility in the office that can not be tracked as program specific. Examples are secretaries, receptionists, and timekeepers. "Management" and "supervisory" employees must be listed separately. **Hourly Wage Rate** is the unit cost of the listed Job Title including fringe and other benefits. **Total Annual Wage** is the cumulative proposed wages for the listed Job Title for the proposed Fiscal Year. **Percent of Time Allocated** is the percentage of work units allocated to 5311 transportation by the listed Job Title. **5311 Program Wages** is the total cost of the listed employee/job title to the 5311 Transportation Program. Use the last column to depict cumulative totals for any other transportation wages. Attach additional pages if necessary.

Grantee's Proposed Transportation Employee Utilization: FY 2002

Grantee: [Click here and type in grantee]

<u>Job Title</u>	<u>Hourly Wage Rate</u>	<u>Total Annual Wage</u>	<u>%Time Allocated to 5311</u>	<u>5311 Program Wages</u>	<u>Other Transportation Wages</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
	TOTAL	_____	_____	_____	_____

Operator's Proposed Transportation Employee Utilization: FY 2002

Operator: SHOW BUS Public Transportation

<u>Job Title</u>	<u>Hourly Wage Rate</u>	<u>Total Annual Wage</u>	<u>%Time Allocated to 5311</u>	<u>5311 Program Wages</u>	<u>Other Transportation Wages</u>
<u>Management</u>	16.00 - 28.00	68,380	100	68,380	_____
<u>Administrative</u>	11.00 - 14.00	64,257	100	64,257	_____
<u>Drivers</u>	13.00 - 16.00	187000	100	187000	_____
	TOTAL	<u>319637</u>	_____	<u>319637</u>	_____

EXPECTED CONTRACTS AND GRANTS

Detail all contracts, agreements, grants and non-passenger donations (including in-kind) that are to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary)

Note: All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

Contract Entity/Funding Source	Type Of Entity Private Or Non-Profit	Amount Received	Sec 5311 Share	Revenue Item Number in Project Budget
Agency Contracts	Non Profit	116,650	116,650	402.00
Local Government	Non Profit	20,000	20,000	409.00
United Way & Donations	Non Profit	63,504	63,504	431.00
TOTALS		200,154	200,154	

FARE STRUCTURE

Please describe your proposed fare structure by passenger category, e.g. adult, senior, disabled, student, child or other) and include or attach a copy of fare structure.

Passenger Category	Base Fare	Multi-Ride Discount
Adult	\$5.00 - 12.00 + r.t.	
Senior	\$5.00 - 12.00 + r.t.	
A portion of the senior amount is reported to the Area Agency on Aging and not to IDOT for Ford, Livingston and McLean Counties.		
Child	\$2.00 - 3.00 r.t. one county	

NON-VEHICLE CAPITAL ASSET INVENTORY

In order to fulfill both United States Department of Transportation and State of Illinois regulations, the Division of Public Transportation must maintain an accurate listing of all capital assets funded through either the Federal Transit Administration or the State of Illinois with an original purchase cost of greater than \$300. This inventory shall include a brief description of the asset, its original purchase price, contract number, and approximate date of purchase. Please complete attached **Exhibit G** and submit with this application.

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PART II

**Illinois Department of Transportation
State Fiscal Year 2002
Section 5311 Intercity Bus Application**

OPERATING ASSISTANCE REQUESTS

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
schedule on page 25a. Passengers will be picked up at central community locations or their
own homes. They may access the service by calling 1-800-525-2454.

Geographical Areas to be served (attach additional pages if necessary)

See page 25a.

Project Justification (attach additional pages if necessary)

Operating funds are being sought because part of the service offered by SHOW BUS, an
existing Section 5311 provider, qualifies under the guidelines of Section 5311 Intercity Bus.

Intercity Bus Schedule

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

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

LIVINGSTON COUNTY

Monday

9:15 Fairbury to B-N *
3:15 B-N to Fairbury

Wednesday

8:30 Dwight to B-N *
2:30 B-N to Dwight

Friday

9:00 Pontiac to B-N *
3:15 B-N to Pontiac

MCLEAN COUNTY

Tuesday

9:30 LeRoy to B-N *
2:30 B-N to LeRoy

* Bloomington-Normal

PROPOSED INTERCITY BUS PROJECT BUDGET

OPERATING ASSISTANCE

Use the following budget format for Proposed Intercity Bus Operating Assistance requests.

Preparers of this application are advised to consult section VI of the Intercity Bus Interim Program Guidelines attached as Exhibit F for further guidance.

ESTIMATED PROJECT FINANCING

FY02 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	D. <u>250,000</u>
B.	Projected Total InterCity Bus Mileage	E. <u>50,000</u>
C.	Percentage InterCity Bus (D divided by E)	F. <u>20%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit maximum)	<u>\$102,926</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$20,585</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$153,950</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$30,790</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$241,154</u>
L.	Total Intercity Bus Component (H + J)	<u>\$51,375</u>
M.	Total Non InterCity Bus (G+I-L)	<u>\$205,501</u>
	Total Program Cost (K+ L+ M)	<u>\$498,030</u>

FINANCIAL DATA
Proposed McLean County Budget FY2002

Exhibit A

Revenues

<u>Item</u>	<u>Description</u>	<u>Total Budgeted</u>	<u>Project Income</u>	<u>Local Match</u>
401.01	Full Adult Fare	13,500	13,500	
401.02	Senior Citizen Fares	27,500	27,500	
402.00	Special Transit Fares	116,650		116,650
409.00	Local Cash Grants	20,000		20,000
413.00	Sec.5311*	256,876		
431.00	Contributed Cash	63,504		63,504
Total Revenue 401-440		241,154	41,000	200,154
*exclude from total				

Expenses

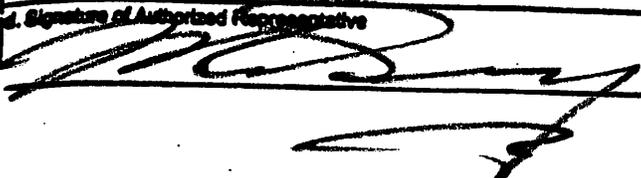
<u>Item</u>	<u>Description</u>	<u>Total Budgeted</u>	<u>Administration</u>	<u>Operating</u>
<u>Labor</u>				
501.01	Oper. Salaries	126,100		126,100
501.04	Admin. Salaries	101,437	101,437	
Total		227,537	101,437	126,100
<u>Fringe Benefits</u>				
502.01	FICA	17,500	7,400	10,100
502.02	Pensions/Disabilities	6,500	3,300	3,200
502.03	Health Insurance	11,800	2,000	9,800
502.05	Life Insurance	900	500	400
502.08	Worker's Comp	16,400	1,000	15,400
502.09	Sick Leave	7,500	2,500	5,000
502.11	Vacation	20,000	9,000	11,000
502.13	Uniform Allowance	4,000		4,000
502.99	Other Fringe Benefit	7,500	5,500	2,000
Total		92,100	31,200	60,900
<u>Services</u>				
503.02	Advertising Service	5,000	5,000	
503.03	Prof & Tech Service	14,000	14,000	
503.05	Contract Maintenance	30,000		30,000
503.99	Other Services	2,100		2,100
Total		51,100	19,000	32,100

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<u>Item</u>	<u>Description</u>	<u>Total Budgeted</u>	<u>Administration</u>	<u>Operating</u>
<u>Materials & Supplies</u>				
504.01	Fuel & Lubri. Used	49,000		49,000
504.02	Tires & Tubes Used	4,000		4,000
504.03	Inventory Purchases	5,500	5,200	300
504.99	Other Mat. & Sup.	3,600	1,800	1,800
	Total	62,100	7,000	55,100
<u>Utilities</u>				
505.02	Telephone	9,093	9,093	
505.99	Other i.e. Gas, Elec.	800		800
	Total	9,893	9,093	800
<u>Casualty & Liability</u>				
506.01	Phys. Damage Ins	14,298	14,298	
506.03	Liab & Prop. Ins.	18,702	18,702	
	Total	33,000	33,000	
<u>Taxes</u>				
507.00	Total	300	300	
<u>Miscellaneous</u>				
509.01	Dues & Subscriptions	700	700	
509.02	Travel & Meetings	2,500	2,500	
509.08	Ad/Promo Media	1,900	1,900	
	Totals	5,100	5,100	
<u>Interest</u>				
511.02	Short Term Debt	3,500	3,500	
	Total	3,500	3,500	
<u>Leases & Rentals</u>				
512.05	Service Vehicles	3,000		3,000
512.06	Operating Yards/Sta.	5,000		5,000
512.12	Other Adm. Fac.	5,400	5,400	
	Total	13,400	5,400	8,000
Total Expenses 501-530		498,030	215,030	283,000

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APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED 4-17-01	Applicant Identifier
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	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 the person to be contacted on matters involving this application (give area code) Philip Dick 309-888-5160	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 37-6001569		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> B	
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. Increases Award B. Decreases Duratio C. Increase Duration D. Decreases Duratio Other: _____		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution (College) J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER TITLE: 20-509 Section 5311 Operating Assistance Program		9. NAME OF FEDERAL AGENCY Federal Transit Administration	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) Non-urbanized counties and cities in the downstate Illinois area.		11. DESCRIPTION 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.	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date 7-1-2001	Ending Date 6-30-2002	a. Applicant Johnson	b. Project Johnson
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 256,876	a. YES THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 4-17-2001	
b. Applicant	\$	b. NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	\$	<input type="checkbox"/> PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$ 200,154		
e. Other	\$		
f. Program Income	\$ 41,000	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. TOTAL	\$ 498,030	<input type="checkbox"/> Yes If "Yes", attach an explanation. <input checked="" type="checkbox"/> No	
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. Typed Name of the Authorized Representative Michael Sweeney		b. Title Chairman, McLean Co. Board	c. Telephone number 309-888-5110
d. Signature of Authorized Representative 		e. Date Signed	

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MCLEAN COUNTY BOARD RESOLUTION

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 1991.

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 cause to be provided all required local matching funds.

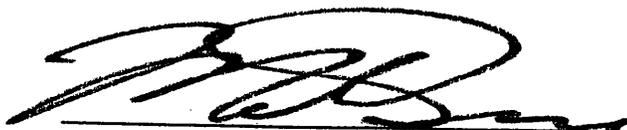
Section 3. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

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.

PRESENTED and ADOPTED by the McLean County Board on this 17th day of April, 2001

ATTEST:



Michael Sweeney, Chairman
McLean County Board



Peggy Milton, County Clerk
McLean County, Illinois

JOINT CERTIFICATION AND ASSURANCES FOR IDOT & FTA PROGRAMS

Name of Grantee: McLean County

Name of Authorized Representative: Michael Sweeney

Relationship of Authorized Representative: County Board Chairman

BY ENDORSING THIS SIGNATURE PAGE, I, Michael Sweeney

declare that I am duly authorized by the Grantee to make the certifications and assurances on behalf of the Grantee and bind the Grantee to comply with them. Thus, when its authorized representative signs this document, the Grantee agrees to comply with all state and federal statutes, regulations, executive orders, and administrative guidance required for any application it makes to the Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT).

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

The Grantee 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 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 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 Grantee are true and correct.

April 17, 2001
Date


Authorized Representative of Grantee

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SHOW BUS Vehicle Inventory

Ford, Iroquois, Livingston & McLean Counties

page 1

Buses

Veh Type	Year/Manufact.	VIN#	Mileage as of 3/16/01	Seating Capacity	Funding Source	IDOT Funded
1 Raised Roof	1994/Braun	1FTJS34G8RHB78597	158,867	7-10	5311	Yes
2 BOC	1994/Eldorado	1FDKE30MORHA20676	125,410	12-14	5310	Yes
2a Mini-Van	1994/Nat'l Mob	1B4GH44R8RX303780	194,363	7	5311	Yes
3 Raised Roof	1994/Braun	1FTJS34G9RHB78592	104,478	7-10	5311	Yes
4 Raised Roof	1996/Nat'l Mob	2B6KB31Z4TK184688	68,346	7-10	5310	Yes
5 BOC	1992/Eldorado	1FDKE37M8NHB61043	171,640	12	private	No
6 Raised Roof	1991/Braun	1FTHS34H2MHA53577	169,968	7-10	5310	Yes *
7 Raised Roof	1991/Braun	1FTHS34H3MHA53555	195,188	12	5310	Yes
8 Raised Roof	1991/Braun	1FTHS34H3MHA53569	157,287	7-10	5310	Yes *
9 BOC	1992/Eldorado	1FDKE30G3NHA22040	178,214	12-14	private	No
10 BOC	1990/Eldorado	1FDKE30G3LHA09026	122,708	11	private	No
11 Heavy Duty	1993/Eldorado	4CDK54E22P2106426	99,086	15-18	5310	Yes
12 Raised Roof	1996/Nat'l Mob	2B6KB31Z2TK184690	94,864	7-10	5310	Yes

* Permission has been received from IDOT to dispose of these two vehicles, and that will be done in the near future.

SHOW BUS Vehicle Inventory

Ford, Iroquois, Livingston & McLean Counties

Buses

	Veh Type	Year/Manufact.	VIN#	Mileage as of 3/16/01	Seating Capacity	Funding Source	IDOT Funded
14	BOC	1997/Eldorado	1FDLE40F2VHB32790	117,015	12-14	5310	Yes
15	BOC	1998/Eldorado	1FDXE40F3WHB91379	73,590	12-14	5311	Yes
16	Raised Roof	1998/Nat'lMob	2B7LB31Z9WK158253	65,704	7-10	5311	Yes
17	Raised Roof	2000/Nat'lMob	2B6LB31Z5YK124040	9,268	7-10	Private/AAA No	
18	Raised Roof	2000/Nat'lMob	2B7LB31Z7YK168458	3,539	7-10	5311	Yes
19	BOC	2001/Eldorado	1FDXE45F0YHC01202	13,568	12-14	5311	Yes
20	BOC	2001/Eldorado	1FDXE45F5YYC01227	5,185	12-14	5311	Yes

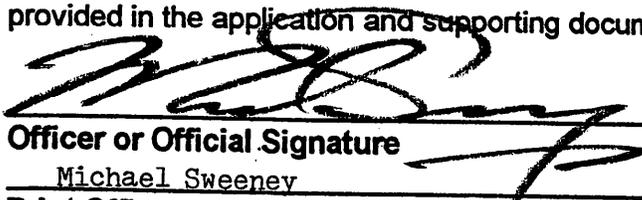
ILLINOIS DEPARTMENT OF TRANSPORTATION
2001 CONSOLIDATED VEHICLE PROCUREMENT
ROLLING STOCK
CAPITAL ASSISTANCE
APPLICATION

STOP! IF YOU ARE REQUESTING A REPLACEMENT VEHICLE(S), VERIFY THAT YOU MEET THE ELIGIBILITY REQUIREMENTS LISTED ON PAGE 5 (PART IV, SECTION E). IF YOU DO NOT MEET THESE REQUIREMENTS, DO NOT SUBMIT THIS APPLICATION.

Legal Name of Applicant Agency McLean County		Date of Application Filing 4-17-01
Street Address, City, State, County and Zip Code McLean County Law & Justice Center 104 W. Front, P.O. Box 2400 Bloomington, IL 61702-2400		County McLean
Area Served by Applicant (List counties, city, portions, areas as applicable) Ford, Iroquois, Livingston & McLean		Type of Applicant (from pg. 3 B) Section 5311 Grantee
Federal Tax Identification Number 37-6001569		Illinois State Tax Exempt Number E- 9994-9946-03
Contact Person Philip Dick	E-Mail Address philip@mclean.gov	Contact: Tel. (309-888-5159) Fax. (309-888-5768)
		Title Grantee Project Manager

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

By this application, it is the intent of McLean County to procure the requested vehicles utilizing 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 the application and supporting documents are correct and complete.


 Officer or Official Signature _____ Title Board Chairman Date 4-17-01
 Michael Sweeney
 Print Officer or Official Name _____

February 2001

5310app01/s:sec5310-fy01apps

202

Applicant Name

McLean County

G. Estimated Project 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.					\$ 42,000	\$
Light Duty Paratransit Vehicle (w/lift) LDPV	10 pass.	2				\$ 42,000	\$ 84,000
Medium Duty Paratransit Vehicle (w/lift) MDPV	14 pass.	1				\$ 63,000	\$ 63,000
Super Medium Duty Para- Transit Vehicle (w/lift) SMDPV	22 pass.					\$ 95,000	\$
Heavy Duty Paratransit Vehicle (w/lift) HDPV (Sec 5311 only)	31 pass.					\$ 140,000	
Heavy Duty Fixed Route Para- Transit Vehicle (w/lift) (Sec 5311 only) HDFPV	31 pass.					\$ 145,000	\$

Total Cost \$ 147,000

PART V

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 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 enhancement benefits to the geographic area, the transportation disadvantaged, and agency clients. Note that the approval of this grant is dependent upon demonstrated need and subsequent IDOT/DPT concurrence with the applicant's determination that existing transportation services are insufficient, inappropriate, or unavailable. Please add extra sheets as needed with all appropriate detail.

The replacement vehicles being requested will be used to provide rides to passengers currently using SHOW BUS. Some passengers are developmentally disabled who ride to work, some go to medical appointments including rides to kidney dialysis, and others, who have few if any transportation alternatives, ride to other destinations. McLean County needs the vehicles being requested in order to continue serving current passengers.

JOINT CERTIFICATION AND ASSURANCES FOR IDOT & FTA PROGRAMS

Name of Grantee: McLean County

Name of Authorized Representative: Michael Sweeney

Relationship of Authorized Representative: McLean County Board Chairman

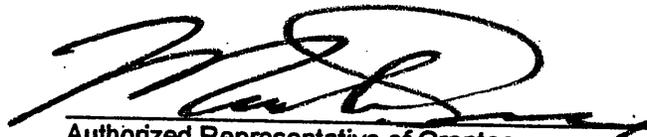
BY ENDORSING THIS SIGNATURE PAGE, I, Michael Sweeney
declare that I am duly authorized by the Grantee to make the certifications and assurances on behalf of the Grantee and bind the Grantee to comply with them. Thus, by the undersigned executing this document, the Grantee agrees to comply with all state 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 grantee intend that the required certifications and assurances apply to each project for which the Grantee seeks now, or may later seek, FTA or IDOT financial assistance.

The Grantee 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 grantee 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 Grantee are true and correct.

Date: _____



Authorized Representative of Grantee

Appendix B

Notice of Public Hearing

RE: State of Illinois Department of Transportation Capital Procurement Grant and Illinois Downstate Non-Metro Area Grants Program for Capital Improvements for McLean County

Notice is hereby given that a public hearing will be held by McLean County at the McLean County Law & Justice Center, Room 701, 104 W. Front St., Bloomington, IL at 9:00 am. on April 17, 2001.

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. Description of Project: to purchase 1) one medium duty paratransit replacement bus costing \$63,000, two raised roof replacement vans each costing \$42,000 and 2) to purchase 8 replacement bus radios costing \$9,900 and two replacement computers costing \$2,750. Total project cost: \$159,650. This equipment will be utilized to provide rural public transportation.

The vehicles 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: Relocation Assistance will not be required.

C. Environment: This project is being implemented to minimize environmental impacts.

D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.

E. Elderly and Disabled: 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. McLean County requests that any hearing impaired person wishing to attend this Public Hearing notify Mr. Philip Dick (309-888-5160) at least one week before the scheduled hearing date so that arrangements can be made to provide an interpreter.

IV. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at the office of Mr. Philip Dick, McLean County Planner, McLean County Law & Justice Center, Room 707, Bloomington, IL (309-888-5160).

MCLEAN COUNTY BOARD RESOLUTION

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 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, ILLINOIS:

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.

PRESENTED and ADOPTED this 17th day of April, 2001

Signature



Michael Sweeney
Chairman, McLean County Board

ATTEST:



McLean County Clerk
Title

Notice of Public Hearing

RE: State of Illinois Department of Transportation Capital Procurement Grant and Illinois Downstate Non-Metro Area Grants Program for Capital Improvements for McLean County

Notice is hereby given that a public hearing will be held by McLean County at the McLean County Law & Justice Center, Room 701, 104 W. Front St., Bloomington, IL at 9:00 am. on April 17, 2001.

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. Description of Project: to purchase 1) one medium duty paratransit replacement bus costing \$63,000, two raised roof replacement vans each costing \$42,000 and 2) to purchase 8 replacement bus radios costing \$9,900 and two replacement computers costing \$2,750. Total project cost: \$159,650. This equipment will be utilized to provide rural public transportation.

The vehicles 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: Relocation Assistance will not be required.

C. Environment: This project is being implemented to minimize environmental impacts.

D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.

E. Elderly and Disabled: 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. McLean County requests that any hearing impaired person wishing to attend this Public Hearing notify Mr. Philip Dick (309-888-5160) at least one week before the scheduled hearing date so that arrangements can be made to provide an interpreter.

IV. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at the office of Mr. Philip Dick, McLean County Planner, McLean County Law & Justice Center, Room 707, Bloomington, IL (309-888-5160).

**State of Illinois
Department of Transportation
Division of Public Transportation**

**Downstate Non-metro Areas Grants Program
Application for Small Capital Assistance Grant**

Legal Name of Applicant McLean County		Date of Application 4-17-01
Street Address, City, and Zip Code McLean County Law & Justice Center 104 W. Front, P.O. Box 2400 Bloomington, IL 61702-2400		
Contact Person Philip Dick	Title Planner	Telephone Number 309-888-5160

The McLean County hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

Project Description (attach additional pages if necessary)
--

8 replacement bus radios
2 replacement computers

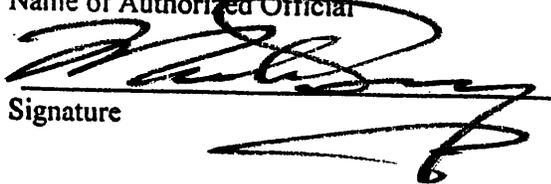
In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

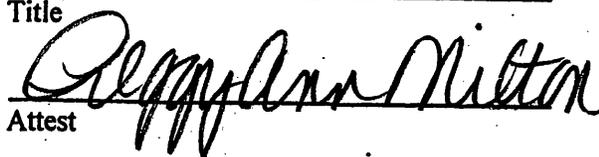
McLean County
Applicant

4-17-01
Date

Michael Sweeney
Name of Authorized Official

County Board Chairman
Title


Signature


Attest

MCLEAN COUNTY BOARD RESOLUTION

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 and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, the Illinois Department of Transportation's authority to make such Grants, makes funds available to offset certain capital costs of providing and improving public transportation facilities; and

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

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 the Illinois Department of transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of McLean County.

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

Section 3. That the Board Chairman of McLean County 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 is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED the 17th day of April, 2001



McLean County Board Chairman

ATTEST:



McLean County Clerk

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 2002

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<u>Exhibit B - Approved Project Budget</u>		
<u>Exhibit C - Drug-free Workplace Certification</u>		
<u>Exhibit D - Special Provisions to the Agreement</u>		

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 \$ 256,876.

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, 1999 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, 2001, by their respective duly authorized officials.

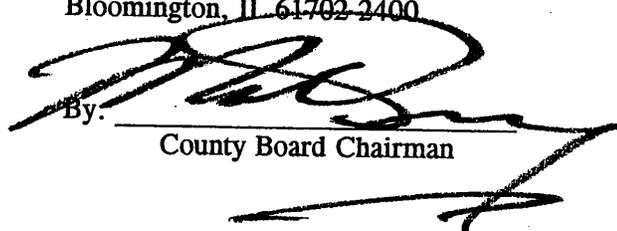
Provider's Name & Address

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

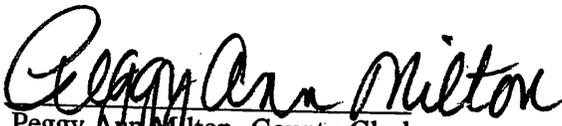
Grantee's Name & Address

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

By: Robert O. Beitzsch
Chief Executive Officer

By: 
County Board Chairman

Attest:


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

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SHOW BUS Public Transportation

R.R.1, Box 310

Chenoa, IL 61726-9705

Business # 309-747-2454

Reservation # 800-525-2454

March 28, 2001

Mr. Matt Sorensen
McLean County Finance Committee Chairman
McLean County Law & Justice Center
104 W. Front, P.O. Box 2400
Bloomington, IL 61702-2400

Dear Mr. Sorensen:

We need to request your help in asking McLean County to apply once again on behalf of SHOW BUS Public Transportation (Meadows Mennonite Retirement Community) for Section 5311 federal transit funding for Fiscal Year 2001. There are three applications for the funding: 1) a regular operating application; 2) a vehicle capital application; 3) and a small capital application for eight more replacement bus radios. The required public hearing for the capital applications will be held before the Board meeting on April 17 at 9:00 a.m. and as in the past will be conducted by Phil Dick.

We do appreciate your help. If you have any questions, please call me or Phil Dick.

Sincerely,

Mary Davis

Mary Davis
SHOW BUS Director

P.S. These applications include a purchase of service agreement between McLean County and SHOW BUS that is similar to the one now in effect. Attached are key sections of the applications and the purchase of service agreement. Please see the complete documents at the Department of Building and Zoning.

Members Sorensen/Salch moved the County Board approve a Request for Approval of a Capital Assistance Application for SHOWBUS Public Transportation for Meadows Mennonite Retirement Community

- (1) Regular Operating Application
- (2) Vehicle Capital Application
- (3) Small Capital Application for Eight Additional Replacement Bus Radios
- (4) Purchase of Service Agreement with SHOWBUS Public Transportation for Meadows Mennonite Retirement Community

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

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2/8

Member Sorensen, Chairman, presented the following:

RESOLUTION AMENDING THE GENERAL POSITION CLASSIFICATIONS AND PAY RANGES FOR FISCAL YEAR 2001

WHEREAS, the McLean County Board annually approves salary schedules and position classifications by pay grade for non-bargaining unit employees for each fiscal year, and

WHEREAS, the General and Professional Position Classifications by Pay Grade were adopted by the McLean County Board for 2001 on December 21, 2000, and

WHEREAS, the County Administrator's Office has recommended that the General Position Classifications be modified for certain positions in the Information Services Department, and

WHEREAS, the Finance Committee, at its regular meeting of April 3, 2001, has determined that the addition of a position entitled "Assistant Director, Information Services," to the position classification schedule to be in the best interests of McLean County, now therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the McLean County General Position Classifications by Pay Grade and Pay Ranges for 2001 be amended by adding a position entitled "Assistant Director, Information Services," to the position classification schedule at pay level 13 of said schedule.

Adopted by the County Board of McLean County, Illinois, this 17th day of April, 2001.

ATTEST:

APPROVED:



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



Chairman of the McLean County Board

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2001**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, the County Administrator has recommended that a new job class entitled "Assistant Director, Information Services," be created in the Information Services Department, and

WHEREAS, the County Administrator has applied the Public Administration Service, Inc. (PAS) methodology to review the new job class and has thus determined that said job class is properly assigned to pay level 13 of the General Position Classifications and Pay Ranges, and

WHEREAS, the Finance Committee, at its meeting on April 3, 2001, recommended the approval of changes in the Full-Time Equivalent Positions Resolution for the remainder of the 2001 Fiscal Year, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

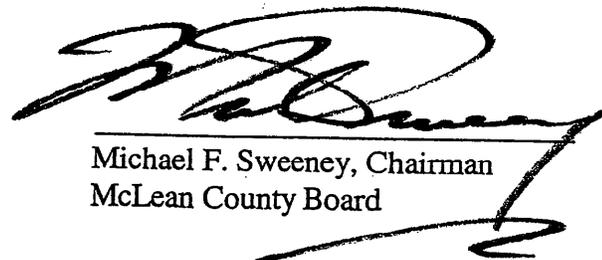
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0043-0047	13	0503.xxxx Assistant Director, Information Services	0.00	0.654	0.654
0001-0043-0047	12	0503.0215 Network Program Mgr.	0.654	0.00	0.00

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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INFORMATION SERVICES
 (309) 888-5100 FAX (309) 888-5209
 104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**PAMS Factors Analysis
 For Asst. Director of Information Services**

Category	Network Program Manager (Current)	Score	Deputy Director (Suggested)	Score
Knowledge/Ability (x20)	5	100	5	100
Supervision/Responsibility (x15)	6	80	7	95
Scope/Effect (x20)	5	100	5	100
Problem Solving (x20)	6	120	7	140
Authority (x5)	4	20	5	25
Contact (x15)	3	45	3	45
Physical (x5)	2	10	2	10
Totals		475		515

The PAMS comments related to the three areas where we are seeking adjustment follow below:

Supervision Responsibility:

Scored at 6: This degree recognizes the first-line supervisor over professional or administrative positions and the second-line supervisor over nonprofessional positions.

Scored at 7: This degree recognizes supervision over two or more small, related units of administrative or professional employees.

Problem Solving

Scored at 6: Here the work requires moving beyond standard practices of a professional or administrative field, in order to solve difficult, complex, and sensitive problems.

Scored at 7: This degree applies to work which is "state of the art", experimental, or is going through continuous and significant change. Guidelines may simply not exist for major or critical aspects of the work. The work often involves developing new guidelines where none existed or were highly inadequate.

Authority

Scored at 4: Positions which have ensuring compliance or enforcement of laws, codes and standards as the primary purpose of work, and which have authority to take immediate corrective action are recognized here.

Scored at 5: Positions which have responsibility for carrying out a program to ensure compliance are recognized here. These are normally supervisory or managerial positions.

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McLEAN COUNTY, ILLINOIS
Job Classification

Job Title: Assistant Director of Information Services
Reports To: Director, Information Services
Salary Schedule/Grade: 13

SUMMARY

Under managerial direction, provides administrative direction and supervision in the design, implementation, and maintenance of the County's network (NT) and Wide Area Network (WAN) and related systems. Responsibilities involve ensuring the efficient operation of the network systems; providing guidance to elected officials and department heads on the features of the networks; planning and coordinating future developments with service providers and vendors; preparing operational and equipment budgets; monitoring user assistance; and providing assistance to staff on complex issues. The position requires considerable independent judgment and discretion in applying technical guidelines and regulations. Considerable tact and coordination with County officials and outside vendors is also required. Includes serving as Director in the Director's absence, and as assigned. Work is reviewed by the Director of Information Services for adherence to guidelines, program results, and overall user satisfaction.

SUPERVISORY RESPONSIBILITIES

This is a supervisory job classification, supervising the equivalent of ten or more employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (May not include all duties performed)

Manage day-to-day operations of the network, computer repair and user assistance efforts.

Assume the responsibilities of the Director in the absence of the Director, or as assigned.

Provides design, implementation, and maintenance services for network (NT), Wide Area Network (WAN), and world wide web (WWW) systems.

Provides guidance to elected officials and department heads regarding IT service opportunities and features.

Develops plans with service providers and negotiates with vendors for contract services, hardware, software, and new technologies.

Develops work programs/plans and related organizational plans; prepares and manages division's annual and project budgets for operations and equipment. Assist the Director in preparation of the annual budget.

Administers the daily activities of the Technical Services and Records Management units by responding to inquires and correspondence, reviewing the work of professional staff and consultant work products. Provides a line of accounting from the Programming unit to the Director.

Administers department policies; recruits for and selects department personnel; hires and fires staff as necessary; provides for staff training and development; and evaluates job performance.

Supervises personnel by making changes in work methods to resolve issues, and maintains personnel records.
Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of data networks, wide area networking, windows server and workstations operating systems, and voice communication technologies.

Considerable knowledge and organizational skills to deliver multiple projects that must be completed in sequence.

Knowledge of supervisory principles and procedures.

Ability to research, analyze, assess, issues and problems related to computing activities.

Ability to triage and schedule labor and materials to meet deadlines.

Ability to utilize necessary computer software and hardware effectively.

Ability to plan, train, direct, and evaluate the work of office personnel.

Ability to plan, budget, and manage program areas.

Ability to communicate technical concepts to non-technical computer users and managers.

Ability to communicate orally and in writing, in lay terminology.

Ability to establish and maintain effective working relationships with staff, department heads, and County officials.

MINIMUM EDUCATION AND EXPERIENCE

A Bachelor's degree in Information Technology or a related field, and considerable progressively responsible supervisory/managerial experience (4-6 years) of a large user system network; or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

None.

PHYSICAL ATTRIBUTES/DEMANDS

This position requires activities such as sitting, walking, and standing for extended periods of time; bending, stooping, reaching, climbing stairs, lifting, moving, and carrying objects up to 50 pounds. Work requires manual dexterity to operate computer equipment.

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WORK ENVIRONMENT

The work is performed primarily indoors in an assigned office area of a county building or facility.

Established:

Members Sorensen/Emmett moved the County Board approve Resolutions to Reclassify One Network Manager Position to New Position of Assistant Director - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2001**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, the County Treasurer has recently named a new Assistant Treasurer and proposed significant reassignments of duties and responsibilities to improve the day-to-day operations of the office, and

WHEREAS, the duties and responsibilities of an existing Accounting Specialist II position would be increased significantly, and

WHEREAS, the County Administrator has applied the Public Administration Service, Inc. (PAS) methodology to review the revised duties and responsibilities, and has thus determined that a reclassification of an existing Accounting Specialist II position to the Staff Accountant position is necessary and appropriate, and

WHEREAS, the Finance Committee, at its meeting on April 3, 2001, recommended the approval of changes in the Full-Time Equivalent Positions Resolution for the remainder of the 2001 Fiscal Year, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0004-0004	10	0503.0105 Staff Accountant	0.00	0.654	0.654
0001-0004-0004	07	0503.0102 Accounting Specialist II	0.654	0.00	0.00

ADOPTED by the County Board of McLean County, Illinois, this 17th day of April, 2001.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 3, 2001

Memo to: The Honorable Chairman and Members of the Finance Committee

From: James E. Boylan, County Treasurer
John M. Zeunik, County Administrator

Re: Request to Reclassify Existing Position

Since the Public Administration Service, Inc. (PAS) pay and classification study was completed in June of 2000, there have been several changes in staffing and work assignments in the County Treasurer's Office. The particular issue we present today concerns the position that is responsible for all bank account reconciliation, general ledger maintenance, posting and distribution of property tax collections, reconciliation of all miscellaneous receipts, preparation of special analyses and reports for the external auditors, and capability to serve as back-up for the Assistant Treasurer.

In October of 1999, we requested, and you supported, the addition of a new position at the entry professional level in the Treasurer's Office. The initial duties and responsibilities centered around performing timely reconciliations of the numerous bank accounts this office maintains. At that time, based on a review by consultant Leslie Lundy, some bank accounts had not been completely reconciled for over one year. The exceptional skill and dedication of the incumbent resulted in all bank accounts being brought current by the summer of 2000.

Although the position was originally classified as an Account Specialist II at grade level 7, it is apparent that the duties and responsibilities of the position far surpass those described in the Account Specialist II job description. Our review of the position supports a reclassification to Staff Accountant at grade level 10. This is not a request to create a new position; it is a request to reclassify an existing position to a higher classification which better reflects the changed duties and responsibilities of the position.

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The Honorable Chairman and Members of the Finance Committee
 March 2, 2001
 Page Two

The two positions are scored under the Position Appraisal Method as follows:

	KNOW ABILITY	SUPERV RESPON	SCOPE EFFECT	PROB SOLV	AUTHORITY	CONTACT	PHYSICAL	
VALUES	20	15	20	20	5	15	5	
TITLE/FACTOR	I	II	III	IV	V	VI	VII	TOTAL
Acct. Spec. II	4	3	4	3	3	2	2	320
Staff Acct.	5	4	5	5	4	3	2	435

The position merits an increase in the Knowledge and Ability factor primarily due to added responsibilities and requirements for the county-wide property tax system, including billing, collection, maintenance and distribution. This is one of the most complex and far-reaching systems in which the County is involved. This position has principal responsibility for collection and distribution of over \$150 million dollars to almost 200 taxing entities. A score of 5 in the Knowledge and Ability factor represents "knowledge to solve difficult and complicated problems by a senior practitioner of an administrative or professional field."

Supervision and Responsibility increase from a score of 3 to a 4 because this position progresses from responsibility for its own work product to coordination of the work of two or more non-professional employees—the revenue collection and property tax collection staff.

Scope and Effect of Decisions increases from a 4 to a 5 because the employee will be responsible for a major or critical activity of the department, as opposed to receiving specific direction from a manager.

Problem Solving increases from a 3 to a 5 to recognize the significant expansion of duties for this position that involve a broad range of significantly different methods and procedures. Although a score of 3 reflects some limited judgment, a score of 5 entails a much greater need to interpret and apply judgment rather than established guidelines.

The Authority factor increases because the position changes from requesting corrective action to taking immediate corrective action when necessary.

The Contact factor increases because this positions frequent contacts were formerly centered on people internal to the County organization. Tax collection and distribution require extensive external contacts with individuals who are frequently hostile and uncooperative.

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The Honorable Chairman and Members of the Finance Committee
March 2, 2001
Page Three

In summary, we respectfully request your support to reclassify one existing Account Specialist II position in the County Treasurer's office to a Staff Account classification. The resulting salary adjustment will be absorbed within the current budget.

We would be pleased to answer any questions that you may have concerning this request.

Thank you.

Members Sorensen/Pokorney moved the County Board approve a Resolution to Reclassify Account Specialist II Position to Staff Accountant Position - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

COUNTY OF McLEAN
WORKPLACE VIOLENCE PREVENTION POLICY

INTRODUCTION 2
ROLES AND RESPONSIBILITIES 2
 Elected and Appointed Department Heads 2
 County Administrator's Office 2
 Managers and Supervisors 2
 Employees 3
PHYSICAL SECURITY 3
CONTINUAL REVIEW 3

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INTRODUCTION

The County of McLean values its employees and citizens and, with this Policy, the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. As a matter of policy, the County of McLean will not tolerate violent acts or threats of violence by clients or other members of the public toward employees. Additionally, the County of McLean will not tolerate violent acts or threats of violence (either verbal or implied) by employees.

In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process as outlined in the McLean County Personnel Policies and Procedures Ordinance, applicable collective bargaining agreements, and policies and procedures in force in the offices of elected officials or autonomous governing boards, up to and including discharge from County employment, consistent with ensuring the safety of co-workers. Criminal prosecution will be pursued as appropriate. The County also advocates a preventive approach whereby merit system rules and regulations are fairly and consistently administered, and where troubled employees receive guidance and, if necessary, professional help.

The County endeavors to:

- 1). Provide secure worksites and facilities;
- 2). Provide support and guidance to employees against customer violence;
- 3). Provide support and guidance to employees affected by domestic violence;
- 4). Provide support and guidance to co-workers of employees affected by domestic violence;
- 5). Provide support and guidance to employees against workplace violence by customers or other employees;
- 6). Provide training and resources that will minimize acts of violence when the potential for violence is known.

ROLES AND RESPONSIBILITIES

Elected and Appointed Department Heads

Department Heads are responsible for ensuring that this Policy is implemented in their respective organizations and that the unique needs of their organization are addressed through procedures and training and that the County organization maintains an effective support structure for responding to acts and threats of workplace violence. If elected department heads, or departments operated under the authority of separate governing boards, choose to adopt a different policy, they are expected to provide a copy of it to the County Administrator's Office. Department heads may elect to develop internal operating procedures, which are consistent with and further delineate the intent of this Policy.

County Administrator's Office

The County Administrator's Office has overall responsibility for maintaining this Policy and for identifying resources that departments can use in developing their training plans and violence prevention measures. The County Administrator's Office will also administer workplace violence prevention measures, and will coordinate post-incident activities.

Managers and Supervisors

It is the responsibility of managers and supervisors to make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent acts of violence. Managers and supervisors are entrusted with the responsibility for documenting and reporting such incidents to their respective department heads. Managers and supervisors shall also provide information and training for employees as needed.

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Employees

Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence. Employees shall also place safety as one of their highest concerns, and shall report all acts of violence and threats of violence.

PHYSICAL SECURITY

Since the County is a public organization that wishes to remain accessible to its clients to the fullest extent possible, it is not the County's intent to implement a widespread "fortification" of its facilities. The County prefers to train its employees to be the primary means of reducing workplace violence. However, certain facilities, due to the nature of the service provided, may need barriers, cameras, metal detectors, locks, and the like. Where such structures are necessary, they should be constructed in the least obtrusive way feasible.

McLean County directs all employees and supervisory personnel within McLean County to ensure that their workplaces are safe and free from workplace violence.

CONTINUAL REVIEW

The County Administrator's Office shall develop a method for receiving and reviewing reports of violence and threats of violence. Information and data from such reports shall be utilized to establish a continual improvement process for reducing the potential for adverse outcomes associated with acts of workplace violence or threats of workplace violence.

Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of Countywide Workplace Violence Prevention Policy - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS
IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

IMRF Form 6.64 (Rev. 9/97)

(Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number
03041

RESOLUTION

Number _____

WHEREAS, the County of McLean

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and
(600 OR 1,000)

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;

NOW THEREFORE BE IT RESOLVED that the McLean County Board

finds the following elected positions qualify for membership in IMRF.

BOARD, COUNCIL, ETC.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
1) Circuit Court Clerk	January 1, 1951
2) County Auditor	January 1, 1951
3) County Clerk	January 1, 1951
4) Coroner	January 1, 1951
5) Recorder	January 1, 1951
6) Treasurer	January 1, 1951
7) Sheriff	January 1, 1951
8) State's Attorney	January 1, 1951

CERTIFICATION

I, Peggy Ann Milton the Clerk
NAME CLERK OR SECRETARY OF THE BOARD
of the County Board of the County of McLean
EMPLOYER NAME COUNTY
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its County Board at a meeting duly convened and held on the 17th day of April, 16 2001.
BOARD, COUNCIL, ETC.

SEAL

Peggy Ann Milton
CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2374 630/368-1010

IMRF Form 6.64 (Rev. 9/97) Service Representatives 1-800-ASK-IMRF (1-300-275-4673)

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A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS
IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

INCOME TAX INFORMATION

All elected officials eligible to participate in IMRF are considered active participants in an employer sponsored retirement plan under the Internal Revenue Code, even if the official does not elect to participate in IMRF, and are subject to the IRA deductibility limits imposed by law.

Rescission of this resolution is not definite evidence under IRS regulations that these elected positions are no longer covered by an employer sponsored pension plan.

Members Sorensen/Emmett moved the County Board approve a Request to Approve IMRF Resolution to Permit Purchase of Service Credits. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Brett Miller stated the General Report is located on pages 314-329.

TRANSPORTATION COMMITTEE:
Member Emmett presented the following:

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board a standup meeting on April 17, 2001, for a letting held on March 29, 2001 for McLean County and sixteen (16) Road District 2001 MFT Maintenance Sections, now, therefore

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

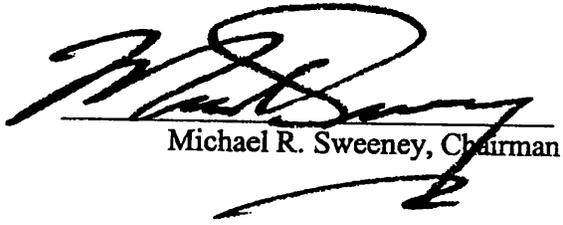
2001 MFT MAINTENANCE SECTIONS:

McLean County Asphalt Company, Bloomington, Illinois was the successful bidder on the following sections:

McLean County	Sec. 01-0000-00-GM	GR. 10	@ \$40,200.00
Allin Road District.....	Sec. 01-0100-00-GM	GR. 10	@ \$ 6,800.00
Chenoa Road District.....	Sec. 01-0900-00-GM	GR. 10	@ \$13,600.00
Cropsey Road District.....	Sec. 01-1000-00-GM	GR. 10	@ \$2,000.00
Danvers Road District.....	Sec. 01-1200-00-GM	GR. 10	@ \$13,000.00
Dawson Road District.....	Sec. 01-1300-00-GM	GR. 10	@ \$5,600.00
Downs Road District.....	Sec. 01-1400-00-GM	GR. 10	@ \$13,000.00
Dry Grove Road District.....	Sec. 01-1500-00-GM	GR. 10	@ \$ 4,875.00
Funks Grove Road District	Sec. 01-1700-00-GM	GR. 10	@ \$10,200.00
Lexington Road District.....	Sec. 01-2100-00-GM	GR. 10	@ \$4,500.00
Martin Road District	Sec. 01-2200-00-GM	GR. 10	@ \$11,250.00
Mount Hope Road District.....	Sec. 01-2400-00-GM	GR. 10	@ \$ 8,500.00
Normal Road District.....	Sec. 01-2500-00-GM	GR. 10	@ \$ 5,025.00
Randolph Road District.....	Sec. 01-2700-00-GM	GR. 10	@ \$10,050.00
Towanda Road District	Sec. 01-2800-00-GM	GR. 10	@ \$27,500.00
West Road District.....	Sec. 01-2900-00-GM	GR. 10	@ \$14,300.00
White Oak Road District.....	Sec. 01-3000-00-GM	GR. 10	@ \$7,000.00

**The successful bidder for Lexington Road District, Sec. 01-2100-00-GM GR. 2 was:
Beniach Construction Company, Hinsboro, Illinois @ \$ 13,799.00**

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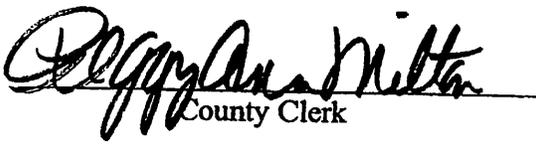

Michael R. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 17, 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 17 day of April, A.D., 2001.

[SEAL]


County Clerk

After introducing Robin Berryman, Members Emmett/Hoselton moved the County Board approve a Request for Approval of Township/County MFT Bids of Letting on March 29, 2001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Emmett presented the following:

McLEAN COUNTY HIGHWAY DEPARTMENT

BICYCLE RIDE PERMIT

EVENT NAME: Lake Run 2001

ISSUED BY:

**McLean County Highway Department
Rural Route 1, Box 85
Bloomington, IL 61704
Phone: (309) 663-9445**

ISSUED TO:

**Sponsoring Agency: Lake Run Club
Address: 2601 North Pointe Dr.
Bloomington, IL 61704
Phone: 309-766-4717 (o)
309-662-4014 (h)
Contact: Rich Beal
Address: 2601 North Pointe Dr.
Bloomington, IL 61704
Phone: 309-766-4717 (o)
309-662-4014**

LOCATION:

COUNTY HWY. NO's. 31 63

ROAD NAMES: Lake Bloomington & Inner Loop

TOWNSHIP: Hudson Money Creek

ROUTE MAP ENCLOSED: Yes

PURPOSE OF EVENT: Footrace at Lake Bloomington benefiting Timber Pointe Foundation

ACTIVITIES INCLUDED: 7.5 mile race around lake, 4.37 mile race around inner loop and a post-race awards event and party at Green Gables

ANTICIPATED NUMBER OF PARTICIPANTS: 1100

EVENT DATE: May 5, 2001 START TIME: 9:00 AM DURATION: 5 hours

**AUTHORIZED BY: _____ DATED: _____
McLean County Engineer**

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APPLICATION AND CONDITIONS OF PERMIT

Bicycle racing and exemption from compliance with traffic laws is only permitted when approved by state and local authorities on highways under their respective jurisdictions.

Approval shall only be granted under conditions which assure reasonable safety for all race participants, spectators, and other highway users and which prevent unreasonable interference with traffic flow.

To obtain approval of our event and as a condition of receiving the Permit, we, the sponsoring agency, promise to do the following:

1. Furnish barricades and flag persons at each intersection.
2. Notify the McLean County Sheriff seven (7) days in advance of the event.
3. Allow local traffic to their destination with no more than a ten (10) minute wait.
4. Assume all risks and liabilities in connection with the Permit and shall indemnify and hold McLean County, its officers, agents, and employees harmless for any liability arising from said event.
5. Hold McLean County harmless from third-party liability.
6. Agree that no alcoholic beverages be served.
7. Provide the McLean County Highway Department a copy of the Participant Use Agreement which outlines the conditions of acceptance and participation in the event. Such Agreement shall have a hold harmless provision referring to McLean County and a recognition that the participants knowingly and willingly accept the risks inherent in the event. Copy is enclosed.
8. To name McLean County as an additional insured on a general liability insurance or special events liability insurance policy with a minimum of one million dollars (\$1,000,000.00) limit, and the sponsoring agency shall file a Certificate of Insurance showing the above with the McLean County Highway Department. Certificate is attached.
9. To provide the following additional services to ensure the public safety. (Please describe)
Security: County sheriff to provide lead vehicles
Traffic Control: At intersections with flag persons and at finish line in Front of Green Gables and ½ mile south

**McLEAN COUNTY HIGHWAY DEPARTMENT
BICYCLE RIDE APPLICATION AND CONDITIONS OF PERMIT
Page Two**

Street Cleaning: As needed by Clean Up Committee

Garbage Pickup: As needed by Clean Up Committee
6 yd container provided by American Disposal Services

Ambulance: LifeLine on site 8:30-11:30 AM

Other Necessary Services: _____

10. To contact and secure permission from all road districts, municipalities, and other counties involved.
11. The undersigned hereby states that he/she has read this Permit and Application, is the person authorized to bind the sponsoring agency to the above, and does hereby bind the sponsoring agency to all above requirements as a condition of obtaining the Permit.

Tim L. Eul LAKE RUN CLUB
Authorized Representative Agency

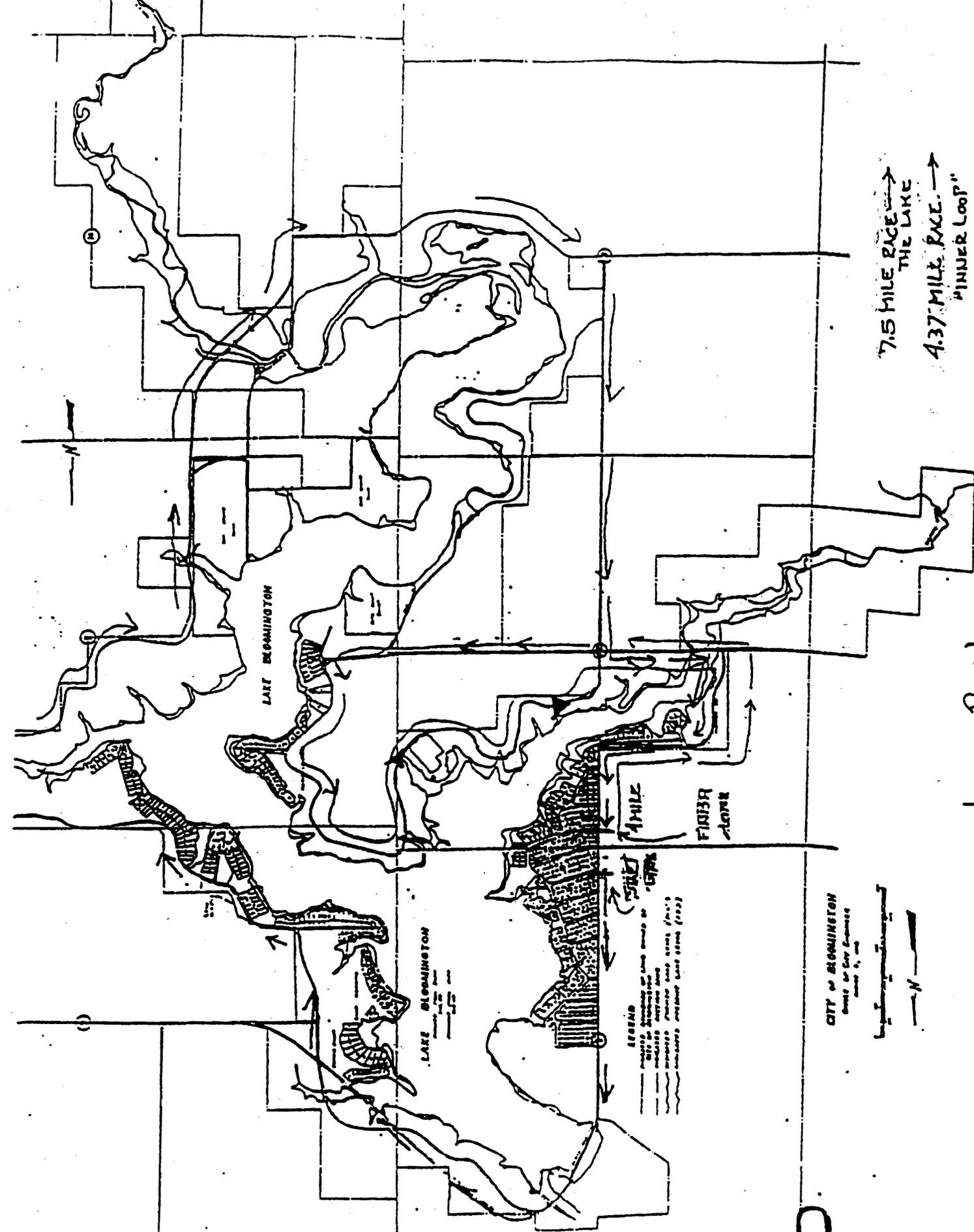
Date 1-29-01

Enclosures:

Route Map Yes

Participant Use Agreement Yes

Certificate of Insurance
with McLean County named
as an Additional Insured Has been ordered. Will be provided prior
to the event.



7.5 MILE RACE ->
THE LAKE
4.37 MILE RACE ->
"PINNER LOOP"
4-18-94, 4-12-97

LAKE RUN

CITY OF BLOOMINGTON
Blount Co. Tenn.
1892-1900

PRODUCER (219)482-5455 FAX (219)483-6297

02/14/2001

Diller-Smith & Associates
2526 Scotswoide Dr.
P.O. Box 8517
Ft. Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Road Runners Club Of America
510 North Washington Street

Alexandria, VA 22314

INSURER A TIG
INSURER B.
INSURER C.
INSURER D.
INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PART. LEGAL LIAB. LIMIT- \$1,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	T7 0003802973501	12:01AM 01/01/2001	12:01AM 01/01/2002	EACH OCCURRENCE	\$ 1,000.
					FIRE DAMAGE (Any one fire)	\$ 300.
					MED EXP (Any one person)	\$ 5.
					PERSONAL & ADV INJURY	\$ 1,000.
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	T7 0003802973501	12:01AM 01/01/2001	12:01AM 01/01/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000.
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY. EA ACC AGG	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
A	OTHER PARTICIPANT ACCIDENT	B-00004	12:01AM 01/01/2001	12:01AM 01/01/2002	AGGREGATE	\$
					AD&D \$2500	
					EXCESS MEDICAL \$10,000-\$250 D	
					PRIMARY MEDICAL \$ NONE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. EVENT: LAKE RUN AT LAKE BLOOMINGTON 7.5 & 4.37 MILE ROAD RACES & 2 MILE WALK
DATE OF EVENT: 5/5/2001

INSURED CLUB: THE THURSDAY NIGHT LAKE RUN CLUB, ATT AMY SMITH, PO BOX 742 NORMAL, IL 61761

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
02/14/01 COUNTY OF MCLEAN ATT JACK MITCHELL 104 W. FRONT STREET BLOOMINGTON, IL 61701		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE John Lefever <i>John Lefever</i>

CORD 25-S (7/97)

LIABILITY INSURANCE

02/14/2001

PRODUCER (219)482-5435 FAX (219)483-6297
 Diller-Smith & Associates
 2526 Scotsdale Dr.
 P.O. Box 8517
 Ft. Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Road Runners Club Of America
 510 North Washington Street
 Alexandria, VA 22314

INSURERS AFFORDING COVERAGE	
INSURER A	TIG
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PART. LEGAL LIAB. LIMIT- \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	T7 0003802973501	12:01AM 01/01/2001	12:01AM 01/01/2002	EACH OCCURRENCE \$ 1,000,00 FIRE DAMAGE (Any one fire) \$ 300,00 MED EXP (Any one patient) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ NONE PRODUCTS - COMPROP AGG \$ 1,000,00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	T7 0003802973501	12:01AM 01/01/2001	12:01AM 01/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	OTHER PARTICIPANT ACCIDENT	B-00004	12:01AM 01/01/2001	12:01AM 01/01/2002	ADD \$2500 EXCESS MEDICALS \$10,000-\$250 DEI PRIMARY MEDICAL \$ NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. EVENT: LAKE RUN AT LAKE BLOOMINGTON 7.5 & 4.37 MILE ROAD RACES & 2 MILE WALK
 DATE OF EVENT: 5/5/2001
 INSURED CLUB: THE THURSDAY NIGHT LAKE RUN CLUB, ATT ANY SMITH, PO BOX 742 NORMAL, IL 61761

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
02/14/01 HUDSON TOWNSHIP ATT ROAD COMMISSIONER R.R. 2 BOX 4C HUDSON, IL 61748		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John Lefever <i>John Lefever</i> SACORD CORPORATION 1981

ACORD 25-S (7/87)

341

Members Emmett/Renner moved the County Board approve a Request for Approval of Lake Run 2001 Lake Bloomington Bicycle Ride Permit. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

241

Member Emmett presented the following:

4C

McLEAN COUNTY HIGHWAY DEPARTMENT
BICYCLE RIDE PERMIT

EVENT NAME: Tri-Shark Triathlon Class

ISSUED BY:

McLean County Highway Dept.
Rural Route 1, Box 85
Bloomington, IL 61704
Phone: (309) 663-9445

ISSUED TO: _____

SPONSORING AGENCY: Tri-Shark
Triathlon Club

ADDRESS: 13815 Shelby Ct.
Bloomington, IL 61704

PHONE: (309) 827-2272

CONTACT PERSON: Colleen Klein

ADDRESS: Same as above

PHONE: Same as above

LOCATION:

COUNTY HWY. NO'S. 900N, 2675E, 975N,
2850E, 800N, 2675E,
900N ROAD NAMES: _____

TOWNSHIP: Dawson, Empire

ROUTE MAP ENCLOSED: yes

PURPOSE OF EVENT: Triathlon - proceeds go to LeRoy Klunnis +
the Bloomington - Normal Ymca

ACTIVITIES INCLUDED: swim (bike) / run - Bike takes place on the
roads listed above; swim and run take place in Moraine View State
Par

ANTICIPATED NUMBER OF PARTICIPANTS: 400

EVENT DATE: 6/2/01 START TIME: 8:05 a.m. DURATION: 10 a.m.

AUTHORIZED BY: _____ DATED: _____

McLean County Engineer

Dawson Road District _____ Date _____
Empire Road District _____ Date _____

2402

APPLICATION AND CONDITIONS OF PERMIT

Bicycle racing and exemption from compliance with traffic laws is only permitted when approved by state and local authorities on highways under their respective jurisdictions.

Approval shall only be granted under conditions which assure reasonable safety for all race participants, spectators, and other highway users and which prevent unreasonable interference with traffic flow.

To obtain approval of our event and as a condition of receiving the Permit, we, the sponsoring agency, promise to do the following:

1. Furnish barricades and flagpersons at each intersection.
2. Notify the McLean County Sheriff seven (7) days in advance of the event.
3. Allow local traffic to their destination with no more than a ten (10) minute wait.
4. Assume all risks and liabilities in connection with the Permit and shall indemnify and hold McLean County, its officers, agents and employees harmless for any liability arising from said event.
5. Hold McLean County harmless from third-party liability.
6. Agree that no alcoholic beverages be served.
7. Provide the McLean County Highway Department a copy of the Participant Use Agreement which outlines the conditions of acceptance and participation in the event. Such Agreement shall have a hold harmless provision referring to McLean County and a recognition that the participants knowingly and willingly accept the risks inherent in the event. Copy is enclosed.
8. To name McLean County as an additional insured on a general liability insurance or special events liability insurance policy with a minimum of one million dollar (\$1,000,000.00) limit, and the sponsoring agency shall file a Certificate of Insurance showing the above with the McLean County Highway Department. Certificate is attached.
9. To provide the following additional services to ensure the public safety. (Please describe)
Security: Bikes will be secured in the transition area inside the park. (Fencing around transition area and volunteers at exit)
Traffic Control: volunteers and officers from Sheriff's Dept. will be at each intersection. "Caution: Cyclists Ahead" signs will be used by volunteers.
Street Cleaning: All turns will be swept by volunteers. Any areas with loose rock will also be swept. Volunteers will pick up trash along the bike course after the race.

McLEAN COUNTY HIGHWAY DEPARTMENT
BICLCLE RIDE APPLICATION AND CONDITIONS OF PERMIT
Page Two

Garbage Pickup: Volunteers will pick up any trash along the bike course after the race. All food and drink will be served inside Moraine View State Park... trash should be minimal along course.
Ambulance: Le Roy Ambulance will be on site.

Other Necessary Services: A van will follow the last cyclist and will pick up any cyclists who are having problems. Volunteers will also patrol the course on motorcycles.

10. To contact and secure permission from all road districts, municipalities, and other counties involved.
11. The undersigned hereby states that he/she has read this Permit and Application, is the person authorized to bind the sponsoring agency to the above, and does hereby bind the sponsoring agency to all above requirements as a condition of obtaining the Permit.

Coulsen M. Klein
Authorized Representative

Tri-Shark Triathlon Club
Agency

Date: 2/4/2001

Enclosures:

Route Map ✓
Participant Use Agreement ✓
Certificate of Insurance
with McLean County Named
as an Additional Insured _____

✓ I will mail the certificates when I receive them from USA Triathlon

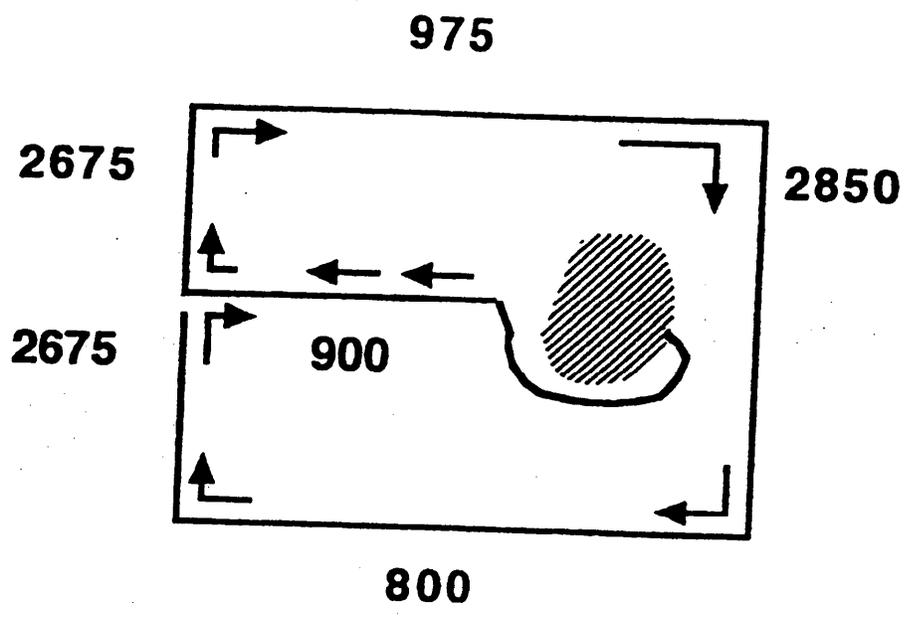
We will also contact every resident who lives on the bike course to make them aware of the event.

Thank you,
Billie Klein

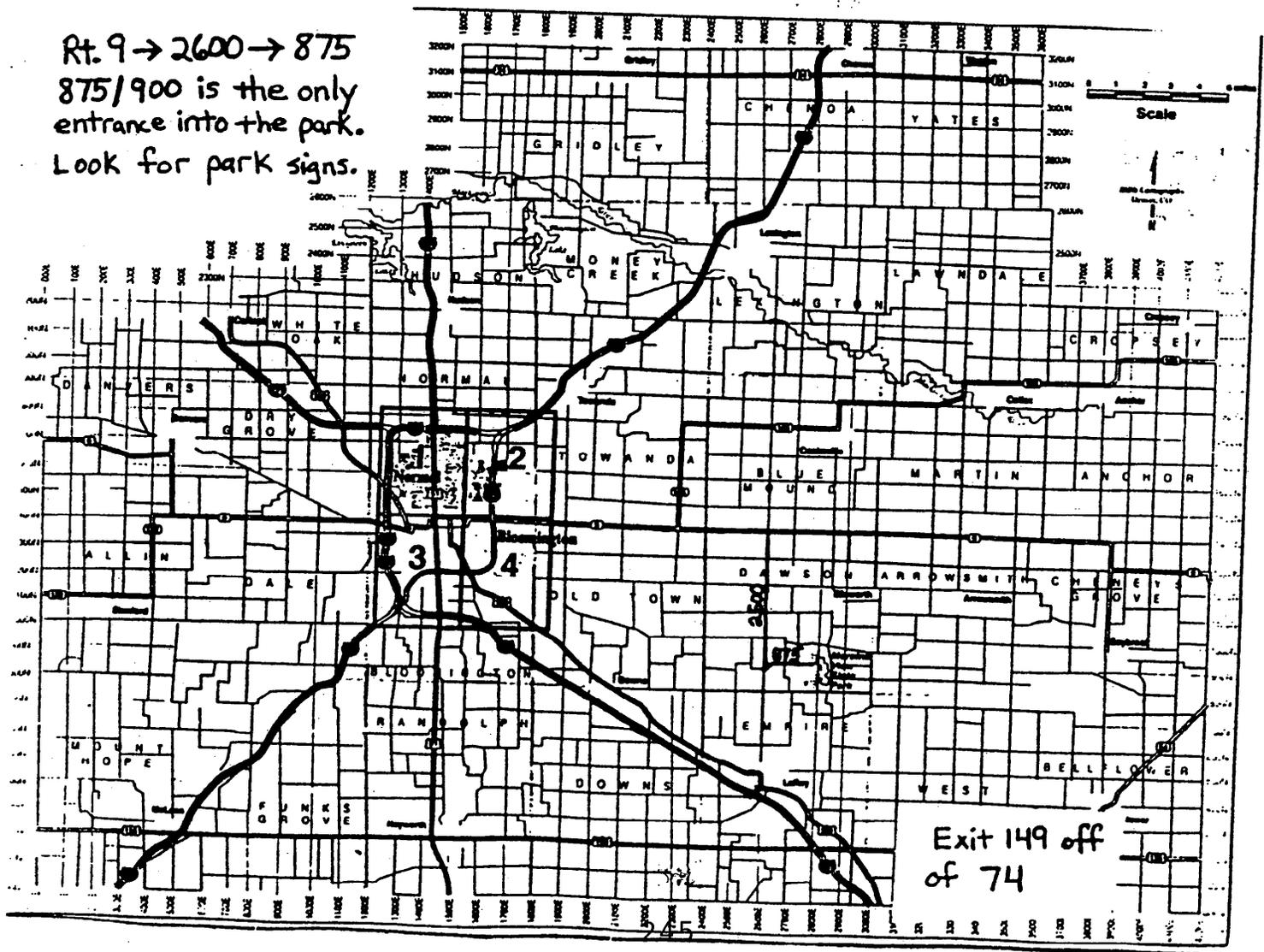
2/4/01

Bike Course 13 miles

Transition area → Park exit (900) → 2675 → 975
 → 2850 → 800 → 2675 → 900 → Transition area



Rt. 9 → 2600 → 875
 875/900 is the only entrance into the park.
 Look for park signs.



205

CERTIFICATE OF INSURANCE

674956

ISSUE DATE (MM/DD/YY)
3/23/01

PRODUCER
K & K Insurance Group, Inc.
1712 Magavox Way
P.O. Box 2338
Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
USA TRIATHLON (2C 17348)
P.O. BOX 15820
COLORADO SPRINGS, CO 80935

COMPANIES AFFORDING COVERAGE	
COMPANY LETTER	A TIG INSURANCE COMPANY
COMPANY LETTER	B
COMPANY LETTER	C

COVERAGES

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CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/> _____	7 3804168000	12:01AM 1/01/01	12:01AM 1/01/02	General Aggregate	\$ NONE
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 000
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
					Each Occurrence	\$
					Aggregate	\$
					Statutory	\$
	Workers' Compensation and Employers' Liability				Each Accident	\$
					Disease-Policy Limit	\$
					Disease-Each Employee	\$
A	Participant Accident	SPX3804168100	12:01AM 1/01/01	12:01AM 1/01/02	AD&D	\$ 5
					Primary Medical	\$ NONE
					Excess Medical	\$ 25
					Weekly Indemnity	\$ NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 EVENT: TRI-SHARK TRIATHLON
 LOCATION: LEROY, IL
 EVENT DATE: 06/02/01

CERTIFICATE HOLDER

 (ADDITIONAL INSURED)
 MCLEAN COUNTY HIGHWAY DEPT.
 RR#1 BOX 85
 BLOOMINGTON, IL 61704

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Catherine B. Long

244

CERTIFICATE OF INSURANCE

674957

POLICY NO. 3723/01

INSURER
 K & K Insurance Group, Inc.
 1711 Magnavox Way
 P.O. Box 2338
 Fort Wayne, In 46801

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INSURED
 USA TRIATHLON (ZC 17348)
 P.O. BOX 15820
 COLORADO SPRINGS, CO 80935

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** TIG INSURANCE COMPANY

COMPANY LETTER **B**

COMPANY LETTER **C**

COVERAGES

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CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In thousands)	
					Each Occurrence	Aggregate
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot.	7 3804168000	12:01AM 1/01/01	12:01AM 1/01/02	General Aggregate	\$ NONE
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$1000
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability <input type="checkbox"/> Other than Umbrella form				Each Occurrence	\$
					Aggregate	\$
	Workers' Compensation and Employers' Liability				Statutory	
					\$	Each Accident
					\$	Disease-Policy Limit
					\$	Disease-Each Employee
A	Participant Accident	SPX3804168100	12:01AM 1/01/01	12:01AM 1/01/02	AD&D	\$ 5
					Primary Medical	\$ NONE
					Excess Medical	\$ 25
					Weekly Indemnity	\$ xNONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

EVENT: TRI-SHARK TRIATHLON
 LOCATION: LEROY, IL

EVENT DATE: 06/02/01

CERTIFICATE HOLDER

(ADDITIONAL INSURED)
 DAWSON TOWNSHIP
 RR#1 BOX 35
 BLOOMINGTON, IL 61704

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Catherine B. Long

247

CERTIFICATE OF INSURANCE

674962

REG. DATE (MM/DD/YY) 3/23/01

INSURER
K & K Insurance Group, Inc.
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, In 46801

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COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** TIG INSURANCE COMPANY
- COMPANY LETTER **B**
- COMPANY LETTER **C**

INSURED
USA TRIATHLON (ZC 17348)
P.O. BOX 15820
COLORADO SPRINGS, CO 80935

COVERAGES

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A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/>	7 3804168000	12:01AM 1/01/01	12:01AM 1/01/02	General Aggregate \$ NONE
					Products-Comp/Ops Aggregate \$ 1000
					Personal & Advertising Injury \$ 1000
					Each Occurrence \$ 1000
					Fire Damage (Any one fire) \$ 300
					Medical Expense (Any one person) \$ 5
					Participant Legal Liability \$ 000
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Contract/Single Limit \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	Excess Liability <input type="checkbox"/> Other than Umbrella form				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers' Liability				Statutory \$ Each Accident \$ Disease-Policy Limit \$ Disease-Each Employee
A	Participant Accident	SPX3804168100	12:01AM 1/01/01	12:01AM 1/01/02	AD&O \$ 5 Primary Medical \$ NONE Excess Medical \$ 25 Weekly Indemnity \$ NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

EVENT: TRI-SHARK TRIATHLON
LOCATION: LEROY, IL

EVENT DATE: 06/02/01

CERTIFICATE HOLDER

(ADDITIONAL INSURED)
EMPIRE TOWNSHIP
RR#1 BOX 85
BLOOMINGTON, IL 61704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

Catherine B. Gray

SL 39

848

1-92

Members Emmett/Gordon moved the County Board approve a Request for Approval of Tri-Shark Triathlon Bicycle Ride Permit. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

248

COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik stated the NACo Conference Registration forms for the annual conference in Philadelphia on July 13 through July 17, 2001 are due by Friday, May 4, 2001. He requested Board Members who are interested to return completed forms to Martha by 4:30 p.m., April 27, 2001.

Mr. Zeunik said the students participating in Student Government Day would be given a tour of the Law and Justice Center. He also said those students will be spending the hour following the Board Meeting with the Officials with whom they have been paired.

Mr. Zeunik stated there would be a tour of the 115 East Washington Building after the Meeting.

OTHER BUSINESS AND COMMUNICATION:

Chairman Sweeney stated anyone interested in a copy of the book "County Governmental Manual for Board Members and Commissioners," written by a former Board Member should go to Administration following the Meeting.

Chairman Sweeney thanked the students.

Member Gordon invited the Board to the Holocaust Remembrance Observance held at Moses Montefiore Temple, Thursday, April 19, 2001 at 7:30 p.m.

Member Johnson thanked all the students for attending and introduced her son Blaine.

Member Segobiano said he is in support of the 115 East Washington Building. He stated this issue was brought to the past Chairman and the Administrator several months ago and the lack of movement by the past Chairman is now going to cost the taxpayers of McLean County in excess of \$2 million. He cautioned the Board when an idea arises, regardless of how small, it should be given ample opportunity to be discussed by the various Committees and the full Board. He did not think any issue should be kept solely under the guidance of the Chairman or the Administrator. Member Segobiano stated, as an elected body, we stand as equal partners to the City of Bloomington. This issue was discussed in City of Bloomington Executive Session, and we should have been given the same privilege, and treated likewise, and he hopes in the future that is the case.

Member Renner congratulated the Administrator's Office and the County Board Chairman for being proactive in regards to the 115 East Washington Building.

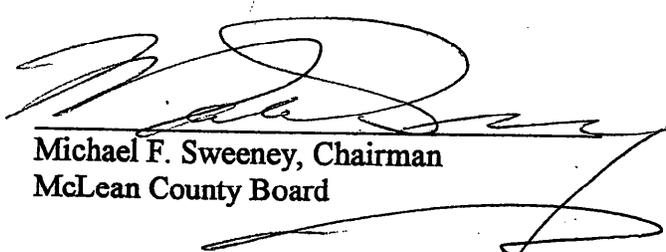
The McLean County Auditor presents the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 17, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$475,967.59	\$475,967.59
Finance	\$84.13	\$391,875.53	\$391,959.66
Human Services		\$289,456.47	\$289,456.47
Justice	\$16,165.53	\$1,170,130.41	\$1,186,295.94
Land Use		\$16,874.18	\$16,874.18
Property		\$267,196.41	\$267,196.41
Transportation		\$223,445.61	\$223,445.61
Health Board		\$309,490.14	\$309,490.14
T.B. Clinic		\$16,105.57	\$16,105.57
Disability Board		\$42,595.22	\$42,595.22
Total	\$16,249.66	\$3,203,137.13	\$3,219,386.79


Michael F. Sweeney, Chairman
McLean County Board

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

Members Nuckolls/Renner moved for adjournment until Tuesday, May 15, 2001 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: 11:10 a.m.

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
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 17th day of April, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 3rd day of May, 2001.


Peggy Ann Milton, McLean County Clerk