

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

February 19, 2002



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February 19, 2002

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

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

The following Members answered to roll call:

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

The following Members were absent:

Joseph Sommer, Bill Emmett, and Susie Johnson.

Comments by the Chairman:

Chairman Sweeney congratulated Member Owens who is celebrating his 21st birthday.

Chairman Sweeney also welcomed Member Bostic. Member Bostic thanked the Members of the for the cards, calls, and flowers.

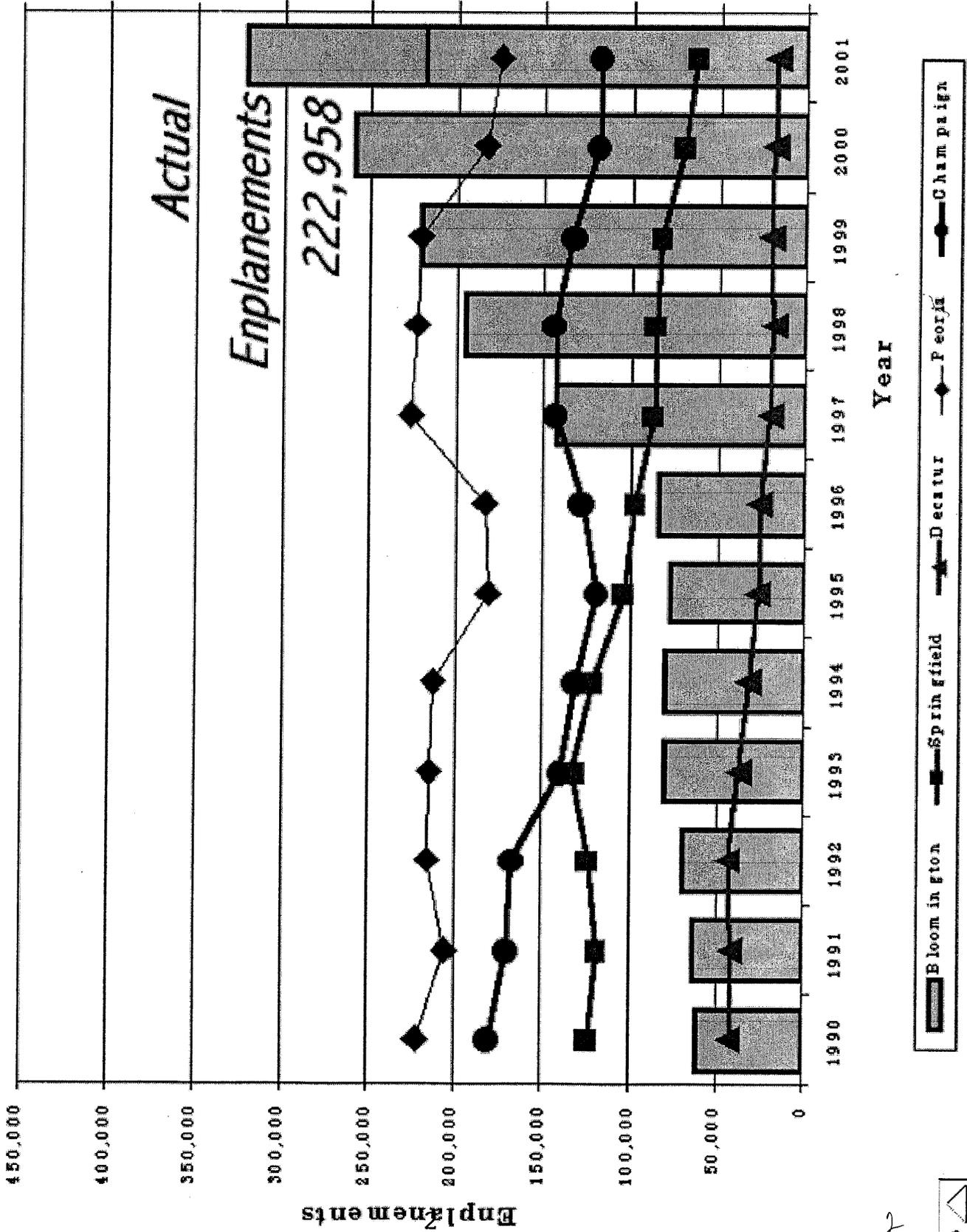
Proceedings of January Meeting:

The Proceedings of the January 15, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Owens/Nuckolls 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:

Mr. Neale McCormick of the Bloomington-Normal Airport Authority presented the following:

Passenger Enplanements - Central IL Airports '90-'02





Central Illinois Regional Airport

at Bloomington-Normal



FY 2002 Budget

- Property tax receipts
\$567,090
- Total Budget
\$2,122,800

- Property tax receipts
= 26.72% of total budget

Security Costs at CIRA

- \$5,000 per week
- \$260,000 per year (5,000 x 52)

Five Year Capital Plan

- Widen/lengthen Runway 2/20
- Widen/strengthen all taxiways
- Repair & strengthen Runway 11/29
- Total Estimated Cost: \$24.5 million
- 95% Grants from FAA/State of IL
- 5% Airport Authority

Revenue Shortfall - 2001

● Projected enplanements	303,450
● Actual enplanements	<u>222,958</u>
● Difference	(80,492)
● Lost PFC revenue (\$4.42/enplanement)	\$355,775
● New Annual Security Costs	<u>+\$260,000</u>
● Lost revenue + new security costs	\$615,775
● Property tax revenue	\$567,090

Mr. McCormick stated the Airport Authority was expecting about 330,300 enplanements, but because of September 11, 2001 they did not meet their projection. He said the total tax receipts were \$567,000, total budget is a little over \$2,000,000, and the property tax receipts are about 25% of the total budget.

Mr. McCormick indicated the security costs have changed at the airport since September 11th. It costs \$5,000 a week more than it did prior to September 11th which is \$260,000 to Central Illinois Regional Airport that is not reimbursed by the Federal Government or the State of Illinois. He stated that is coming out of our local money here in Bloomington-Normal.

Mr. McCormick stated if you look at the total projected enplanements, which are 330,300 but were actually 223,000, there is a difference of 80,492 passengers. He continued PFC revenue is \$4.42 per head that goes through the terminal and the new terminal building is total funded by PFC revenue. Mr. McCormick explained they issued bonds based on PFCs, passenger facility charges, and the PFC money is used to pay off the bonds for the new terminal building. He said if you look at the difference between what the airport would have gotten and what they ended up with, with a difference of 80,000 passengers, there is a difference of \$355,775. He continued, this added together with the extra \$5,000 a week security cost, they are looking at \$615,775 for a year where the tax revenue is \$567,000. Mr. McCormick stated the message he is trying to deliver is that September 11th did make a difference to Central Illinois, but the good news is it looks like the numbers are picking up. February is going to be better than January and March looks extremely good. He stated it looks like they may be back on track to the numbers they had before September 11th.

Mr. McCormick said he wanted to talk a little about the capital improvement plans that they have for the airport this year and in the next three years. He stated there are two runways, a north-south runway which is 2/20 and an east-west runway which is 11/29. He continued, starting in March there will be a bid letting to widen runway 2/20 from 100 feet to 150 feet. That project will take about a year and a half to complete and after that runway is finished, they will also widen and strengthen the taxiways that lead to that runway and will also be doing a repair to 11/29. He stated the total cost will be \$24,000,000 of which we pay 5% locally and the rest will come out of State and Federal funds.

Member Bass asked how long 2/20 is. Mr. McCormick answered they will be lengthening it by 1,000 feet so the total length will be 8,000 feet when completed. Member Owens asked if the PFCs are raised by the Airport Authority Board. Mr. McCormick answered that it is collected by the airlines and then given back. Member Owens asked if with the shortfall, the Airport is looking at possibly increasing the charge. Mr. McCormick said no, they think they can make it through with what they have. He said it looks like the numbers are coming back up. Member Kinzinger asked if the parking is still going to stay free. Mr. McCormick stated they are not full yet and they believe they can handle quite a bit of growth for awhile. Member Segobiano

thanked Mr. McCormick for the information. He stated he believed Mr. McCormick was there because at the Executive Committee Meeting he requested someone from the Airport Authority to come to a Meeting to enlighten them on both sides of the story in regards to the air show. He said there was a lot of discussion in the news media about the possibility of losing the air show. He continued the general public does not know and he would hope that if they do anything here today it would be to stop the hearsay. He stated he thinks what would best serve the community is if they could get both Boards to sit down, and they do appoint three of the five Members of that Board, in a public forum, and make some decisions. Mr. McCormick stated it has never been the intent of the Airport Authority to chase the air show out of town. Chairman Sweeney stated there was an open meeting on Thursday. Mr. McCormick stated, since he has been on the Board, they have never turned down an air show. This year the event was actually two airshows, one in May and one in July, and the Board's decision was to go with the smaller show in May. He continued he thinks the Board can see, with some of the reasons that were discussed, for example runway closure and added security, what lead to that decision. He explained it is not that they are turning down an air show, they are picking which air show fits best at our location. Member Segobiano stated the community needs a clear understanding. Chairman Sweeney stated this was not the time to debate this issue. He said if any Member of the public would like to show up to one of their meetings they are welcome to do so. Member Bass stated he thinks they have a wonderful community, a great McLean County, and a great airport. He stated he knows the people on the Airport Authority and he thinks they are all doing a wonderful job. Chairman Sweeney agreed that the airport Authority is doing a great job.

Consent Agenda:

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

The Consent Agenda read as follows:

CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, County Engineer

RESOLUTIONS:

- a) Request for Approval of a Resolution
Awarding Bids for Materials and Contracts
Pursuant to a Letting on January 31, 2002

B. Building & Zoning - Phil Dick, Director

1) Zoning Cases:

1. Grant the application of Dallas Kaufman in case 01-43-S. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which is located in Danvers Township immediately north of Road 2100N approximately 3/8 mile east of Road 250E.
2. Grant the application of Greg and Louanne Umland in case 01-44-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes and is located in Hudson Township 1/4 mile north of Road 2550N approximately one mile east of Road 1475E.
3. Grant the application of Kenneth and Janet Spence in case 02-01-S. They are requesting a special use to allow a single family residence in the Agriculture District on a smaller tract than previously approved and is located in Randolph Township immediately east of Road 1625E and approximately one mile south of Road 550N.
4. Grant the application of Stuart D. Kenny in case 02-02-S. He is requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural purposes and is located in Randolph Township immediately east of Road 1625E and approximately one and 1/8 mile south of Road 550N.
5. Grant the application of Lori Heffren in case 02-03-S. She is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which is located in Randolph Township immediately north of Road 100N approximately 1/8 mile northeast of Road 1300E.

6. Grant the application of Jason and Amy Kleefisch in case 02-04-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which located in Allin Township immediately west of Road 525E approximately 1/8 mile south of Road 1150N.

7. Grant the application of Harold and Chloe Misch, in case 02-05-S. They are requesting a special use to allow a single family residence in the Agriculture District for a son of the farm owner on property which is located in Dawson Township immediately east of Road 2725E approximately 1/2 mile south of Road 1100N.

8. Grant the application of Craig W. Ohmart in case 02-06-S. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes and is located in Danvers Township immediately southeast of the intersection of Roads 1950N and 250E.

2) Subdivision Case: NONE

C. Transfer Ordinances

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

Justice Committee

- 1) Request for Approval of Work Order #8
No Cost Change Order #1 - IJIS Master Consulting
Services Agreement
- 2) Request for Approval of Work Order #9
No Cost Change Order #1 - IJIS Master Consulting
Services Agreement
- 3) Request for Approval of Bid for Jail
Chemical Agents - Sheriff's Department
- 4) Request for Approval to Apply for
a Grant from the Department of Justice,
Assistance Fund for Local Response
Agencies - ESDA
- 5) Request for Approval to Purchase Network
Equipment - Information Services

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

a) REAPPOINTMENTS:

Ellsworth Fire Protection District

Mr. Gerry Weinhemier

501 North High Street

Ellsworth, Illinois 61737

Appointed to Fulfill the Remainder of a

Three Year Term to Expire on

April 30, 2003

Supervisor of Assessments

Mr. Robert Kahman

Reappointed to a Four Year Term

To Expire on February 21, 2006

b) APPOINTMENTS:

Emergency Telephone Systems Board

Chief of Police Ron Corrie

Chenoa Police Department

Chenoa, Illinois 61726

Appointed to a Four Year Term to

Expire on the Third Tuesday in

January, 2006

Thomas Nielsen, M.D.

2801 Blarney Stone Lane

Bloomington, Illinois 61704-8452

Appointed to a Four Year Term to

Expire on the Third Tuesday in

January, 2006

Greenways Advisory Committee

Mr. Ray Rodman

County Board District #5

c) RESIGNATIONS

Emergency Telephone Systems Board

Richard Castillo, M.D.

R.R. 13, Box 389

Bloomington, Illinois 61704

Declined Reappointment – December 2001

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 5 2002, for a letting held on January 31, 2002 for McLean County and eighteen (18) Road District 2002 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on February 5, 2002

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

2002 MFT MAINTENANCE SECTIONS:

McLean County Asphalt Company, Bloomington, Illinois was the successful bidder on the following sections:

McLean County	Sec. 02-00000-00-GM	GR. 8.....	@ \$7,200.00
McLean County	Sec. 02-00000-00-GM	GR. 9.....	@ \$16,500.00
McLean County	Sec. 02-00000-00-GM	GR. 10.....	@ \$41,100.00
Allin Road District.....	Sec. 02-01000-00-GM	GR. 10.....	@ \$4,830.00
Chenoa Road District.....	Sec. 02-09000-00-GM	GR. 10.....	@ \$14,000.00
Danvers Road District.....	Sec. 02-12000-00-GM	GR. 10.....	@ \$13,200.00
Dawson Road District.....	Sec. 02-13000-00-GM	GR. 10.....	@ \$3,500.00
Downs Road District.....	Sec. 02-14000-00-GM	GR. 10.....	@ \$ 13,600.00
Dry Grove Road District.....	Sec. 02-15000-00-GM	GR. 10.....	@ \$ 4,620.00
Funks Grove Road District....	Sec. 02-17000-00-GM	GR. 10.....	@ \$ 13,800.00
Lexington Road District.....	Sec. 02-21000-00-GM	GR. 10.....	@ \$4,500.00
Martin Road District	Sec. 02-22000-00-GM	GR. 10.....	@ \$ 7,600.00
Money Creek Road District...	Sec. 02-23000-00-GM	GR. 10.....	@ \$ 4,615.00
Mount Hope Road District....	Sec. 02-24000-00-GM	GR. 10.....	@ \$ 8,625.00
Normal Road District	Sec. 02-25000-00-GM	GR. 10.....	@ \$ 5,100.00
Randolph Road District.....	Sec. 02-27000-00-GM	GR. 10.....	@ \$ 10,200.00
Towanda Road District	Sec. 02-28000-00-GM	GR. 10.....	@ \$6,800.00
West Road District.....	Sec. 02-29000-00-GM	GR. 10.....	@ \$12,580.00
White Oak Road District.....	Sec. 02-30000-00-GM	GR. 10.....	@ \$ 7,000.00

**The successful bidder for Allin Road District, Sec. 02-01000-00-GM GR. 14 was:
Stark Materials Inc. Bloomington, Illinois..... @ \$ 4,350.00**

**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 Dallas Kaufman in case 01-43-S. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which is part of Section 28, Township 25N Range 1W of the Third Principal Meridian and is located in Danvers Township immediately north of Road 2100N approximately 3/8 mile east of Road 250E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 8, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 40 acre property is partially in hay ground, partially in the conservation reserve program and partially in hay production. The property has 661 feet of frontage on north side of Road 2100N, an oil and chip road 16 feet in width. The property is hilly and drains to the north and then west.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is in pasture and woods. The land to the east is in pasture, hay production and woods. The land to the south is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 91.75 out of 125 points. The site assessment score was 136 out of 175 points. The total LESA score was 227.75 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 SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant proposes to build a dwelling and a detached building in an area of the subject site that is partially wooded, sloping, used for pasture and has soils with a low productivity index of 104. The property has a high LESA score due to its remote location and not due to its desirability for farming.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The 40 acre property is partially in hay production, partially has significant slope and woods and partially in pasture. The applicant proposes to build a dwelling on a part of the pasture area that is not suitable for crop production. Nearby property across the road to the north that is currently in crop production will continue to be desirable for such.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The proposed dwelling will be located on a part of the 40 acre tract that has significant slope, trees and pasture and is not suitable for crop production.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 661 feet of frontage on the north side of Road 2100N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided for an entrance to the township road. The applicant has obtained an entrance permit from the Danvers Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. The property has a high LESA score; but the applicant plans to build a residence on an area of his land that is not suitable for crop production.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, none opposed and no members were absent.

Respectfully submitted this 8th day of January 2002, 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 Greg and Louanne Umland in case 01-44-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural purposes on property which is part of Section 03, Township 25N Range 2E of the Third Principal Meridian and is located in Hudson Township ¼ mile north of Road 2550N approximately one mile east of Road 1475E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on January 8, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 22 acre property is partially in pasture and partially wooded and also includes a pond. The property has no frontage on a public road; access is provided by an easement granted by Circuit Judge G. Michael Prall in the Circuit Court of the Eleventh Judicial Circuit. The property is hilly and drains to the north to the Mackinaw River.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and south is in crop production and woods. The land to the east is in woods. The land to the west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 91.88 out of 125 points. The site assessment score was 120 out of 175 points. The total LESA score was 211.88 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The subject site is an isolated tract that is not desirable for crop production, is hilly, includes a pond and is partially wooded.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The property is hilly, includes a pond and is partially wooded. Nearby property to the north, south and west that is currently in crop production will continue to be desirable for such.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject parcel is an isolated tract that is not well suited for crop production.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County Health Department.
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. Access to the public road for one residence on the subject property was granted through an easement granted by Circuit Judge G. Michael Prall.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, none opposed and no members were absent.

Respectfully submitted this 8th day of January 2002, 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 Kenneth and Janet Spence in case 02-01-S. They are requesting a special use to allow a single family residence in the Agriculture District on a smaller tract than previously approved - this residential use was previously approved in case 99-21-S on 8 acres, it is proposed to be on six acres. Part of this acreage will be used in case 02-02-S. This is on property which is part of Section 23, Township 22N Range 2E of the 3rd Principal Meridian and is located in Randolph Township immediately east of Road 1625E approximately one mile south of Road 550N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The six acre property is used for a single family dwelling. The property has 170 feet of frontage on the east side of Road 1625E, an oil and chip road 21 feet in width. The property is gently sloping and drains to the east. The vegetation on the property includes grass and trees.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is used as single family residences. The land to the east is in crop production. The land to the south is used for both crop production and a single family residence.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 95.25 out of 125 points. The site assessment score was 100 out of 175 points. The total LESA score was 195.25 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The subject site is in an isolated tract that is not desirable for crop production, is hilly and is partially wooded. This property was previously found to be undesirable for agricultural purposes in case 99-21-S.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, is rolling and is partially wooded.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. Nearby land that is suitable for crop production will continue to be suitable for such.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system. The property has 170 feet of frontage on the east side of Road 1625E.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The existing entrance is adequate and approved.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that the residential special use that was previously approved in case 99-21-S on eight acres be amended to be on six acres on the property described above.

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble

Acting Chair

Joe Elble, Acting Chair
Richard Dean
James Finnigan
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 Stuart D. Kenny in case 02-02-S. He is requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural uses on property which is part of of Section 23, Township 22N Range 2E of the 3rd Principal Meridian and is located in Randolph Township immediately east of Road 1625E and approximately one and 1/8 mile south of Road 550N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The three acre property is vacant in part and in part has been used as a yard for a single family dwelling. The property has 180 feet of frontage on the east side of Road 1625E, an oil and chip road 21 feet in width. The property is hilly and drains to the south and east. The vegetation on the property includes grass and trees.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is used as single family residences. The land to the east is in pasture. The land to the south is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 95.25 out of 125 points. The site assessment score was 100 out of 175 points. The total LESA score was 195.25 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The subject site is hilly and is not desirable for crop production.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, and is hilly. Nearby property to the south that is currently in crop production will continue to be desirable for such.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject parcel is hilly and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 180 feet of frontage on the east side of Road 1625E.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District if a two lot subdivision is approved on this and the adjacent property before a building permit is issued.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided a two lot subdivision is approved by the county, that would include this property, before a permit is issued for the proposed dwelling. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling with the above described stipulation.

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble
Acting Chair

Joe Elble, Acting Chair
Richard Dean
James Finnigan
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 Lori Heffren in case 02-03-S. She is requesting a special use to allow a single family residence in the Agriculture District on property which is part of Section 08, Township 21N Range 2E of the Third Principal Meridian and is located in Randolph Township immediately north of Road 100N approximately 1/8 mile northeast of Road 1300E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The five acre property is vacant in part and in pasture. The property has 320 feet of frontage on the north side of Road 100N, an oil and chip road 18 feet in width. The property is gently sloping and drains to the and east. The vegetation on the property includes grass and trees.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is used as single family residences. The land to the east is in used for a single family dwelling and pasture. The land to the north and south is used for crop production. The land to the west is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 97.5 out of 125 points. The site assessment score was 123 out of 175 points. The total LESA score was 220.5 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The subject site is an isolated tract that is not desirable for crop production.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The property is pasture and has poor soils. Nearby property to north and to the south is currently crop production and will continue to be desirable for such.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The subject parcel is pasture and not well

suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 320 feet of frontage on the north side of Road 100N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided for an entrance to the township road. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble
Acting Chair

Joe Elble, Acting Chair
Richard Dean
James Finnigan
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 Jason and Amy Kleefisch in case 02-04-S. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Sections 13 and 14, Township 23N Range 1W of the Third Principal Meridian and is located in Allin Township immediately west of Road 525E approximately 1/8 mile south of Road 1150N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 21 acre property is partially in crop production and partially in pasture. The property has 33 feet of frontage on the west side of Road 525E, an oil and chip road 15 feet in width. The property is relatively flat in part and part slopes toward the Middle Fork of Sugar Creek which flows south through the property. The vegetation on the property includes grass, trees and crop production.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north and west is pasture. The land to the east and south is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 116.25 out of 125 points. The site assessment score was 126 out of 175 points. The total LESA score was 242.25 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The Applicant proposes to build a dwelling in an area of the subject site that is partially wooded, sloping and used for a pasture.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The applicant proposes to build a dwelling on a part of the pasture area that is not suitable for crop production. Nearby property to the east and to the south that is currently in crop production will continue to be desirable for such.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The proposed dwelling will be located on a part of the parcel that is sloping and currently used for pasture. Nearby land that is suitable for crop production will continue to be suitable for such.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system. The property has 33 feet of frontage on the west side of Road 525E. Although there is flood plain on the property, the proposed dwelling will be located outside of that designated area.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The applicant will need to obtain an entrance permit from the Allin Township Road Commissioner to convert this entrance for use by a single family residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. However, the high LESA score detracts from this application.

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

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

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble
Acting Chair

Joe Elble, Acting Chair
Richard Dean
James Finnigan
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 Harold and Chloe Misch, in case 02-05-S. They are requesting a special use to allow a single family residence in the Agriculture District for a son of the farm owner on property which is part of Section 22, Township 23N Range 4E of the Third Principal Meridian and is located in Dawson Township immediately east of Road 2725E approximately ½ mile south of Road 1100N.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 1.19 acre property is in crop production. The property has 210 feet of frontage on the east side of Road 2725E, an oil and chip road 15 feet in width. The property is relatively flat and drains to the east.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture and is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 108.75 out of 125 points. The site assessment score was 129 out of 175 points. The total LESA score was 237.75 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 SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant proposes to build a dwelling in an area that is currently used for crop production. The proposed dwelling is for the son of the owner of the agricultural tract from which the proposed lot is set aside.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. One of the applicants is a son of the farm owner who proposes to build a dwelling on a site that is suitable for crop production. The owners of the farm have decided to allow their son to put a residence on a corner of their farm.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The applicant is the son of the owner of the farm from which this property is set aside.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County. The property has 210 feet of frontage on the east side of Road 2725E.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The applicant has received approval for the proposed entrance from the Dawson Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. A one lot subdivision will need to be approved by the County before a building permit can be issued.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided a one lot subdivision is approved before a building permit is issued. The applicant is the son of the owners of the land from which this property is being set aside.

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

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble
Acting Chair

Joe Elble, Acting Chair
Richard Dean
James Finnigan
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 Craig W. Ohmart in case 02-06-S. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is part of Section 4, Township 24N Range 1W of the Third Principal Meridian and is located in Danvers Township immediately southeast of the intersection of Roads 1950N and 250E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The four acre property is vacant and is covered by grass and trees. The property has 550 feet of frontage on the east side of Road 250E, an oil and chip road 18 feet in width, and 320 feet of frontage on the south side of Road 1950N an oil and chip road 21 feet in width. The property is gently sloping to the south to a drainage way which flows west from the property.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture. The land to the north, east and south is in crop production. A single family residence is located to the west.

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 105 out of 175 points. The total LESA score was 205 points out of 300. A score of less than 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The soil score used for the land evaluation and site assessment is low. The subject sit is vacant, grassy, and with a few trees. The property is an isolated tract that is not desirable for crop production.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, and is vacant. Nearby property to the north, east, and west that is currently in crop production will continue to be desirable for such.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The residence is proposed to be built in a

grassy area of the property. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 550 feet of frontage on the east side of Road 250N and 320 feet on the south side of Road 1950N
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the Danvers Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

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

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

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

Respectfully submitted this 5th day of February 2002, McLean County Zoning Board of Appeals.

Joe Elble
Acting Chair

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

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #8
CHANGE ORDER #1

This is a Work Order which defines certain Services to be performed by TRW Inc. hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

Consulting Services Topic:

McLean County Integrated Justice Information, continued development and testing of Probation functionality.

Objectives of Change Order:

To extend the period of performance of Work Order #8 from January 31, 2002 to April 30, 2002.

Location of Consulting Services:

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

Activities to be Performed:

There is no change in the Work Order #8 activities to be performed.

Type and Description of Materials to be developed/provided:

There is no change in the Work Order #8 materials.

Deliverable Materials:

There is no change in the Work Order #8 deliverables.

Work Order Price:

There is no change in the Work Order #8 pricing.

Price/Invoice and Payment:

TRW shall invoice the COUNTY monthly, for work performed in accordance with this Work Order, by Labor Category and rate contained in TRW's proposal dated December 11, 2000. The prices for the services rendered and or supplies delivered under this Work are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: CoreStates Bank, NA
TRW, Inc. (BDM)
PO Box 8500-S-5740
Philadelphia PA 19178-5740

Completion Date:

The Services for this work order shall be extend from January 31, 2002 to April 30, 2002. Execution of this Change Order by the COUNTY constitutes written notice and authorization to TRW that Work Order #8 services can continue through this period.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff for 2002.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

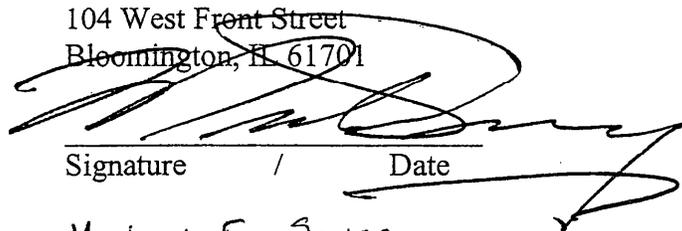
TRW, Inc.
410 17th Street, Suite 1500
Denver, CO 80202

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Signature / Date

Signature / Date

Printer or Typed Name


Michael F. Sweeney
Printed or Typed Name

Title

Chairman, County Board
Title
February 19, 2002

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #9
CHANGE ORDER #1

This is a Work Order which defines certain Services to be performed by TRW Inc. hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

Consulting Services Topic:

McLean County Integrated Justice Information, continued development and testing of Automated Disposition Reporting (ADR) for criminal cases.

Objectives of Change Order:

To extend the period of performance of Work Order #9 from January 31, 2002 to April 30, 2002.

Location of Consulting Services:

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

Activities to be Performed:

There is no change in the Work Order #9 activities to be performed.

Type and Description of Materials to be developed/provided:

There is no change in the Work Order #9 materials.

Deliverable Materials:

There is no change in the Work Order #9 deliverables.

Work Order Price:

There is no change in the Work Order #9 pricing.

Price/Invoice and Payment:

TRW shall invoice the COUNTY monthly, for work performed in accordance with this Work Order, by Labor Category and rate contained in TRW's proposal. The prices for the services rendered and or supplies delivered under this Work are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: CoreStates Bank. NA
TRW, Inc. (BDM)
PO Box 8500-S-5740
Philadelphia PA 19178-5740

Completion Date:

The Services for this work order shall be extend from January 31, 2002 to April 30, 2002. Execution of this Change Order by the COUNTY constitutes written notice and authorization to TRW that Work Order #9 services can continue through this period.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff for 2002.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month. and year set forth below.

TRW, Inc.
410 17th Street, Suite 1500
Denver, CO 80202

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Signature / Date

Signature / Date

Printer or Typed Name

Michael F. Sweeney
Printed or Typed Name

Title

Chairman, County Board
Title February 19, 2002

Request for Approval of No-Cost Work Order Extensions

January 30, 2002

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached a change order extension for Work Order #8 and Work Order #9. Work Order #8 is the contract fulfilling the implementation of IJIS in the Court Services area, and Work Order #9 is the fulfillment of the contract implementing Automated Dispositional Reporting in the Circuit Clerk's office.

Both change orders are No-Cost change orders, simply extending by 90 days from January 31, 2002 until April 30, 2002 the timeframe under which this work will be governed.

The computer code which contains these contractual obligations has been received and is currently being test and employees are being trained. The change orders would extend the contract timeline through the actual production implementation timeline of early April.

I respectfully request the approval of the change orders associated with Work Order #8 and Work Order #9.

I welcome any questions or comments or questions you may have.

Craig Nelson
Director
McLean County Information Systems



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

February 13, 2002

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Center, 370 Wabasha Street, North, St. Paul, Minnesota.

Respectfully submitted,

The JUSTICE 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

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

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

	Newman Ullman	Annual usage	Cost / item	Ecolab	Annual usage	Cost / item	Bunn Capitol	Divers)
Liquid Laundry Detergent	\$49.90/ 5 gallon	48 pails	\$2,395.20	\$57.00/ 5 gallon	54 pails	\$3,078.00	N/A	N/A
Liquid Laundry Destainer	\$34.85/ 5 gallon	24 pails	\$836.40	\$34.50 / 5 gallon	42 pails	\$1,449.00	N/A	N/A
Dish Machine Detergent	\$37.75/ 5 gallon	18 pails	\$679.50	\$50.50 / 5 gallon	18 pails	\$909.00	N/A	N/A
Dish Machine Rinse	\$46.85/ 5 gallon	18 pails	\$843.30	\$75.00 / 4.5 gallon	13.33 pails	\$975.00	N/A	N/A
Dish Machine Sanitizer	\$23.65/ 5 gallon	18 pails	\$425.70	\$30.50 / 5 gallon	9.6 pails	\$305.00	N/A	N/A
Delimer	\$33.50 / 5 gallon	6 gallons	\$50.00	\$33.50 4/ 1 gallon	6 gallon	\$60.25	N/A	N/A
Third Sink Sanitizer	\$39.04 4/1 gallon	24 gallon	\$117.00	\$48.50 4/ 1 gallon	12 gallon	\$145.50	N/A	N/A
Pot and Pan Soap	\$47.65 4/ 1gallon	24 gallon	\$285.90	\$115.00 4capsules	12 capsules	\$345.00	N/A	N/A
Total cost	\$5,633.00					\$7,256.75	No Response	No Respo
Auto Dispenser for washer	yes			yes				
Parts and labor on dish machine	100%			100%				
Estimated yearly cost	\$5,633.00			\$7,256.75				



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

February 13, 2002

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the E.S.D.A. Department to apply for and receive a grant in the amount of \$30,000.00 from the U.S. Department of Justice, Assistance Fund for Local Response Agencies.

The grant funding will be used to purchase personal protective devices for E.S.D.A., the McLean County Rescue Squad and others who could be exposed to chemical or biological agents. The grant funding will also be used to purchase decontamination equipment and supplies and provide immediate detection capabilities.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

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

District #6
Gec 39 Gordon
David F. W. Setzer

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

District #8
Paul R. Segobiano
Tarl Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

The Office of the Assistant Attorney General, Office of Justice Programs is providing funds for the purchase of equipment for hazardous materials response as well as for Terrorism WMD. Illinois has been awarded grant monies for this project, and Illinois Emergency Management Agency (IEMA) has projected \$30,000.00 to McLean County.

ESDA's Recommendations for the use of Department of Justice Assistance Fund for Local Response Agencies of McLean County; Grant Amount: \$30,000.00

Provide immediate resources to protect our responders from the effects of chemical and biological agents.

1. Provide personal protective devices to ESDA, County Emergency Squad and others who could be exposed to chemical or biological agents, including but not limited to SCBA, Tyvek suits, or equivalent. Including adequate lower level PPE protection for secondary or supportive units.
2. Provide decontamination equipment and supplies. Provide adequate detection equipment to responders.
3. Provide portable on-scene decontamination/shower inflatable shelter units.
4. Provide immediate detection capabilities, e.g., M8, M9 and M256 kits, or equivalent.
5. Provide first responders with a number-one priority for inoculations when a bio/chemical agent is identified and requires treatment regimens.

McLean County ESDA in cooperation with the McLean County Emergency Rescue Squad has formed a Hazardous Incident Response Team. This Team's plan has been reviewed and approved by ESDA Director, James L. Wahls - Emergency Squad Chief, O.B. Streeper - Bloomington Police Chief, Roger Aiken and McLean County Sheriff, Dave Owens. These agencies have agreed to utilize ESDA/Rescue in all of their hazardous incident calls. Other Communities and Townships are working with ESDA to finalize their plans.

Strategy:

In a major chemical/biological event in McLean County, HazMat teams and other emergency responders must be appropriately protected. That means all teams must be individually equipped with the necessary protective equipment, they must be trained in the equipment's use, and they must be able to provide the public with some predetermined level of protection. Protective equipment includes chemical/biological masks-such as those currently being evaluated by the National Institute for Occupational Safety and Health (NIOSH)-and other devices such as protective goggles, outerwear, gloves, and footwear for skin and other toxic exposures. These departments must be able to stockpile and deploy protective masks, filters, and level B garments throughout the County. These devices should be available to each team member throughout our county as well as those who respond to sensitive infrastructure components such as Farm fertilizer plants, power plants chemical storage facilities, water reservoirs, and airports.

As McLean County moves forward with preparations to respond to different types of events aimed at large groups of people, McLean County ESDA & McLean County Emergency services will be at the front lines of those preparations. As such the service needs the regional infrastructure too effectively respond to and treat victims of chemical or biological exposure, and to mitigate various chemical and biological hazards. Therefore our plan to utilize the funding available from the Department of Justice with the ability to pre-position response items. PPE, decontamination, and detection supplies as well as critical chemical antidotes, biological prophylactics, and antibiotics within McLean County this is critical to ensuring that a rapid response, supported with the appropriate equipment and supplies, will minimize morbidity and mortality during a chemical or biological event.

The attached list is our purchase plan as of 1/18/2002.

These items are subject to adjustment as the plans and or needs progress.

Fiscal Year 2001 Nunn-Lugar-Domenici Domestic Preparedness Equipment Program

Equipment Purchase Budget Detail Worksheet (Cont.)

Jurisdiction of McLean County E.S.D.A.

Equipment Category	Item	Unit Cost	Quantity	Total Cost	Discipline
PPE	Responder HazMat Suit	\$652.00	3	\$1,956.00	
	Hazmat Rubber Boots	\$ 58.00	12	\$ 696.00	
	Hazmat Coveralls	\$210.00	2	\$ 420.00	
	Rubber Hazmat Gloves	\$ 30.00	12	\$ 360.00	
	Chem-Tape Rolls	\$ 21.00	4	\$ 82.00	
	SCBA Unit	\$3,400.00	3	\$ 10,200.00	
Detection	M 8 Detection Paper	\$ 19.00	2	\$ 38.00	
	M 9 Detection Paper	\$ 5.00	4	\$ 20.00	
	M 256 Kit	\$ 40.00	5	\$ 200.00	
	Water test kit	\$ 178.00	1	\$ 178.00	
	Chemical Agent Monitor	\$ 5,495.00	1	\$5,495.00	
	Nerve Agent Detector	\$ 2.97	10	\$ 30.00	
Decontamination	Decon Shelter Inflatable	\$6,416.00	1	\$6,416.00	
	Decon Shower unit	\$ 501.00	1	\$ 501.00	
	Shower pool	\$ 210.00	1	\$ 210.00	
	Decon Spray System	\$ 391.00	1	\$ 391.00	
	Decon Check Liquid Kit	\$ 51.00	1	\$ 51.00	
Total Jurisdictional Request				\$ 27,250.00	



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

February 14, 2002

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

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Information Services Department to approve the bid award for the purchase of a new gigabit backbone network for the Law and Justice Center. Based on an evaluation of the bids submitted, Information Services further recommends the award of the bid to STL Technology Partners, 501 South Towanda Barnes Road, Bloomington, Illinois, the lowest bidder meeting specifications. Funds for this purchase were appropriated in the Fiscal Year 2002 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE 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

District #6
George J. Gordon
David W. Setzer

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

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

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Request for Approval to Purchase Network Equipment

To the Honorable Members of the Executive Committee and the McLean County Board:

The number one priority of Information Services in Fiscal Year 2002 is the implementation of a gigabit backbone network. The expanded use of web-based services by County employees, combined with larger file types, a new email system and the EJS system have taxed the current equipment to their limits.

The monies necessary for this project are budgeted in the Fiscal Year 2002 budget. Below are the results of the bid which was placed to purchase the equipment for this project. In consideration of the County's financial interest in foregoing large purchases until later in the year, the bid was placed with the prices being guaranteed or 120 days. While we seek approval now, we do not intend to place the order until near the end of that window, or earlier if the Administrator's office should indicate conditions favorable for the purchase.

Prices received are as follows:

Description	Qty	SBC	Connecting Point	STL
48 Port Ent. Switch	20	\$63200	\$64980.00	\$62500.00
1000 Base-T GBIC	40	\$10000	\$10,720.00	\$9880.00
1000-Base SX	4	\$1268	\$1340.00	\$1252.00
1000 Base-T Uplink for catalyst 2900 xl	8	\$4024	\$4184.00	\$4025.28
6 slot chasis Supervisor II	2	\$15174	No bid	\$15018.00
Catalyst 4000 Module	1	\$9485	No bid	\$9498.41
GE Switch Module	3	\$13275	No bid	\$13122.00
Catalyst 4000 auto module	4	\$11376	No bid	\$11392.64
Smartnet Warranty (3548)	20	\$8460	\$8380.00	\$8014.60
Smartnet Warranty (4006)	2	\$2982	\$2848.00	\$2713.60
Totals		\$139,244.00	\$92,452.00	\$137,416.53

We are recommending the Committee and Board approve the bid submitted by STL, which is lowest overall.

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

We respectfully request permission to accept the bid from STL, the lowest bid provided.

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

Respectfully submitted,

Craig Nelson
Director, Information Services.

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF GERRY WEINHEMIER
AS A TRUSTEE OF THE
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of James Soeldner as a Trustee of the Ellsworth 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 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 Gerry Weinhemier as a Trustee of the Ellsworth Fire Protection District for the remainder of a three year term to expire on April 30, 2003 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 Gerry Weinhemier and Darrell Hartweg, Attorney for the District.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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STATE OF ILLINOIS
COUNTY OF McLEAN

**RESOLUTION OF REAPPOINTMENT OF ROBERT T. KAHMAN
AS SUPERVISOR OF ASSESSMENTS OF McLEAN COUNTY**

WHEREAS, due to the expiration of the term of ROBERT T. KAHMAN, as Supervisor of Assessments on February 21, 2002, it is advisable to consider a reappointment to this position; and

WHEREAS, in accordance with the provisions of 35 ILCS 205/3(a), the Chairman of the McLean County Board has the responsibility to fill the Office of the Supervisor of Assessments by appointment with the advice and consent of the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board that ROBERT T. KAHMAN is hereby reappointed to the Office of Supervisor of Assessments of McLean County for a term of four years to expire on February 21, 2006 or until a successor shall have been appointed and qualified.

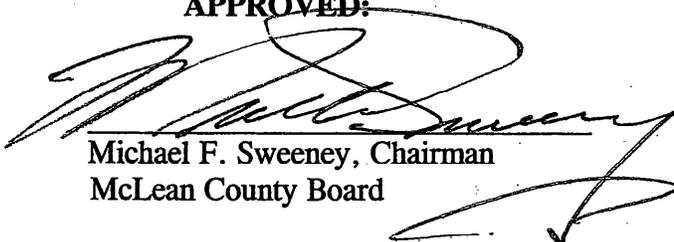
BE IT FURTHER RESOLVED that the County Clerk shall forward a certified copy of this Resolution of Reappointment to ROBERT T. KAHMAN, the County Administrator and the Director of the Illinois Department of Revenue.

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

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

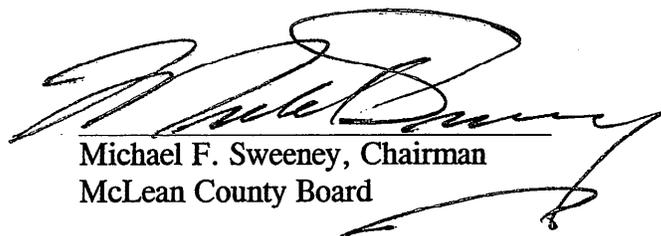
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February 19, 2002

Illinois Department of Revenue
101 West Jefferson Street
Springfield, Illinois 62794

RE: McLean County Supervisor of Assessments

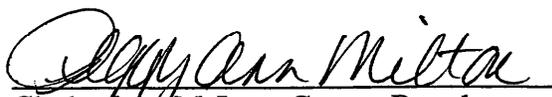
In the County of McLean County, Illinois, Robert T. Kahman has been appointed as Supervisor of Assessments by Resolution, a certified copy of which is hereby attached, of the McLean County Board on February 19, 2002, to serve the term of four years beginning February 19, 2002 and ending on February 19, 2006. The Adopted Fiscal Year (2002) Combined Annual Appropriation and Budget Ordinance provides for an annual salary for the Supervisor of Assessments of \$52,831.00 in Fiscal Year 2002 (January 1, 2002 - December 31, 2002).


Michael F. Sweeney, Chairman
McLean County Board

State of Illinois)
) SS
County of McLean)

I, Peggy Ann Milton, County Clerk, in and for the County of McLean and keeper of the records and seal, do hereby certify that the above and foregoing is true and correct.

ATTEST:


Clerk of the McLean County Board
of McLean County, Illinois

Dated: February 19, 2002

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McLEAN COUNTY BOARD
APPOINTMENT APPLICATION FORM

Name of Board or District you are being considered for appointment to:

ETSB

Have you served on this Board or District before: NO

If yes, for how long? _____

Name RONALD E. CORRIE
First Middle Initial Last

Address 219 SCOTT ST CHENOA IL 61726

Telephone: Residence (815) 945 7734 Business (815) 945 7627
Area Code Area Code

How long have you lived at your present address? 17 YRS

Date of Birth 04-30-39

Has a Fidelity and/or Surety Bond ever been issued for you in favor of another person or entity?

Yes No Please include name of person or entity and amount of bond:

CITY OF CHENOA

Occupation POLICE CHIEF

Name of Employer or Business Firm CITY OF CHENOA

Number of Years with Employer/Firm 18

Present Job Title/Description CHIEF

Summarize activities of a civic or business related nature that contribute to your qualifications for appointment to this Board or District:

18 YRS of SERVICE AS A POLICE OFFICER
AND WITH THE CHENOA AMBULANCE
SERVICE

(Over)

JAN 17

Education: List Name and Address of School	Years Attended	Year Graduated	Degree
High School	4	1957	
College			
Graduate School			
Trade, Business, Other			

Have you ever been convicted of a crime other than a minor traffic violation?

Yes

No

If Yes, Explain _____

"As a condition of the appointment I will, at the time of my appointment, or as soon thereafter as possible, file with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

I also understand that the information provided on this application form is a public record and is subject to disclosure under the Illinois Freedom of Information Act.

Date 01-15-02

Signature Ronald Curtis

Note: Please attach your resume to this application form

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF RON CORRIE
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Don Revelle as a member of the Emergency Telephone System Board, 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 50, Section 750/15.4 et. seq. has the responsibility to fill a four-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 Ron Corrie as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 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 Ron Corrie, and the Director of the Emergency Telephone Systems Board.

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

APPROVED: 
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

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Name of Board or District you are being considered for appointment to:

Have you served on this Board or District before: NO

If yes, for how long? _____

Name Thomas E. Nielsen
First Middle Initial Last

Address 2801 Blarney Stone Lane

Telephone: Residence (309) 662-4085 Business (309) 454-0707
Area Code Area Code

How long have you lived at your present address? 10

Date of Birth 8/16/1956

Has a Fidelity and/or Surety Bond ever been issued for you in favor of another person or entity?

Yes No Please include name of person or entity and amount of bond:

Occupation Self Employed Emergency Physician

Name of Employer or Business Firm _____

Number of Years with Employer/Firm _____

Present Job Title/Description Emergency Physician since 1984

Summarize activities of a civic or business related nature that contribute to your qualifications for appointment to this Board or District:

Emergency Physician since 1984 (Been here in Bloomington since 1988)

Medical Director, Emergency Dept. 4 yrs

President, Medical Staff, Bro Menn 1994-2000

(Over)

Please see attach copy of my C.V for more details of committee involvement ~~is~~ qualification

Education: List Name and Address of School	Years Attended	Year Graduated	Degree
High School	1970-1974	1974	
College Quincy College Western IL. Univ.	1974-1975 1975-1978	1978	B.S
Graduate School S.I.U. School of Medicine	1978-1981	1981	M.D
Trade, Business, Other			

Have you ever been convicted of a crime other than a minor traffic violation?

Yes

No

If Yes, Explain _____

"As a condition of the appointment I will, at the time of my appointment, or as soon thereafter as possible, file with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

I also understand that the information provided on this application form is a public record and is subject to disclosure under the Illinois Freedom of Information Act.

Date 1/22/02

Signature Thomas Erlan

Note: Please attach your resume to this application form

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CURRICULUM VITAE
THOMAS EDWIN NIELSEN, M.D., FACEP

Name: Thomas Edwin Nielsen, M.D., FACEP

Address: Home - 2801 Blarney Stone Lane
Bloomington, Illinois 61704-8452

Work - BroMenn Regional Medical Center
Virginia at Franklin
Normal, IL 61762

Phone: Home - 309-662-4095
Work - 309-454-0708

Birth date: August 16, 1956

Birthplace: Quincy, Illinois

Personal Data: I am presently married to Dr. Kathryn Sue Bohn who is working full-time at BroMenn Regional Center in the Emergency Department. We have one girl who is 13.0 years old.

Education: Quincy College, 1974-1975
Bachelor of Science with Honors, Western Illinois University
Macomb, Illinois 1975-1978

Doctor of Medicine, Southern Illinois University
Springfield, Illinois 1978-1981

Presentations: "Developing Teaching Competence in Family Practice Residents: STFM
Annual Spring Conference, Boston, MA, 1983

Residency: Southern Illinois University and Affiliated Hospitals-Springfield, Illinois
1981-1984

Conference CME: I can provide you with a copy of recent CME activities if needed.

Work Team Physician - Springfield Kings Hockey Team - 1983
Experience: Ringside Physician - Boy's Club of America
Emergency Physician:

St. Johns Hospital, Springfield, Illinois
Graham Memorial Hospital, Canton, Illinois
Abraham Lincoln Memorial Hospital, Lincoln, Illinois
Shelbyville Hospital, Shelbyville, Illinois
Illinois Veterans' Home, Quincy, Illinois
Sarah Bush Lincoln Hospital, Mattoon, Illinois

Physician for Gateway Drug Rehabilitation Services, Springfield, IL
(1/82, 11/83, 12/83)

7/1/84-7/1/85 Locum Tenens for Dr. Vasumata Patel, **Family Practice** at the Physician and Surgeons Clinic Terre Haute, Indiana (12/15/84-1/15/85)

Emergency Physician - Employed by Midwest Medical Management, Inc., Terre Haute Regional Hospital in Terre Haute, Indiana and at Culver Union Hospital in Crawfordsville, Indiana

Student Health Physician - Rose Hulman Institute of Technology in Terre Haute, Indiana - September, 1984 - May, 1985)

7/1/85-7/1/86 **Emergency Physician** - Decatur Memorial Hospital, Decatur, Illinois
(Independent Contractor for Spectrum Emergency Services)

7/1/86-9/1/87 **Emergency Physician** - Proctor Community Hospital, Peoria, Illinois
Family Physician and Owner of the Decatur Urgent Center - Decatur, IL
(May, 1987 - October, 1987)

9/1/87-4/1/88 **Full Time Physician** at Doctors Immediate MedCenter - Anderson, Indiana
Emergency Physician, Part Time, Brokaw Hospital, Normal, IL

4/1/88-present **Emergency Physician** at BroMenn Regional Medical Center (Full Time)

10/1/93-6/1/97 **Medical Director and Chairman** of Department of Emergency Medicine
at BroMenn Regional Medical Center

9/97 to 1999 **Part Time Urgent Care Physician**- Northstar Clinic-Springfield, IL

1/98 to present **Part Time Emergency Physician** at Trinity Hospital- Moline, IL

1/98 to present **Part Time Emergency Physician** at OSF St. Joseph Hospital-Bloomington,
IL

Present Occupation: **Emergency Physician at BroMenn Regional Medical Center (Full Time)**

Committee Involvement: **Quality Assurance Medical Director for the Emergency Department 1990-1997**
Member of the Hospital Medical Care Evaluation Committee 1990-1995
Chairman of Medical Care Evaluation Committee 1993, 1994
Member of the AHA Board of Directors, Illinois Affiliate 1994-1996
Member of the BroMenn Board 1999-2000
Member of BroMenn Board Planning Committee 1994-1999
Member of BroMenn Board Quality Committee 1999-2000
Member of the BroMenn Re-Engineering Steering Committee 1995-1997
President of BroMenn Medical Staff for 1999-2000
Southern Illinois School of Medicine Board of Governors Alumni Association Board Member 1993-present
President of Southern Illinois School of Medicine Board of Governors Alumni Association Board Member 1995-1999
Member of the Search Committee for Development Director for SIU School of Medicine 1996
Member of the Hospital Pharmacy and Therapeutics Committee 1996-1998
Nominated for Distinguished Alumnus at Southern Illinois University School of Medicine
Member of the Board of Directors-Illinois College of Emergency Physicians Councilor-from Illinois for American College of Emergency Physicians
Member of Drugs and Therapeutics Committee-Illinois State Medical Society 2000-Present
Member of Chiddix PTO Board-2000-present
President of Crosswinds Flying Club- Bloomington, IL 2001
Chairman of Crosswinds Flying Club - Bloomington, IL 2002
Member of Credentials Committee-BroMenn Regional Medical Center 2000-present
Director, Downstate Emergency Medicine Course 1994-present

Professional Memberships: **American College of Emergency Physicians**
American Academy of Family Physicians
American Medical Association
Illinois State Medical Society
McLean County Medical Society

Licenses: **Licensed in Illinois through 7/31/2002**
Licensed in Indiana through 6/30/2004

ACLS: **ACLS Instructor, Course Director, and Regional Faculty since 1990**
ACLS Illinois Affiliate Chairman 1995-1997

PALS: PALS Provider since March 10, 2001

ATLS: ATLS Certified

Board **Emergency Medicine by ABEM** as of October 1990: Recertified
Certifications: November 2000

Family Practice as of October 1984 - Recertified, 1990, 1996

Certification of Added Qualification in **Geriatrics** in April, 1991

Fellowships: Fellow of the American College of Emergency Physicians
Fellow of the American Academy of Family Physicians

References: Willey Bruce, M.D.; Emergency Physician at BroMenn Regional Medical
Center, Virginia at Franklin, Normal, IL 61761 309-454-0708

Samuel Gaines, M.D. 307 Colbrook Drive, Springfield, IL 62702-3384
217-337-4740

Paul E. Hakes, M.D.; Family Physician, 385 S. Orange, El Paso, IL 61738
309-527-4900

1/22/2002

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF THOMAS NIELSEN, M.D.
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

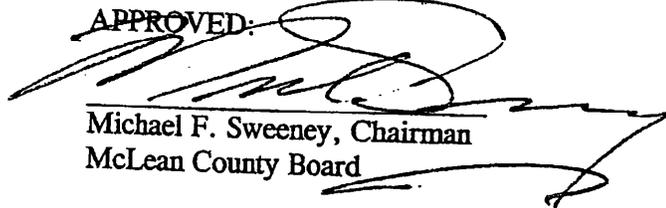
WHEREAS, due to the resignation of Richard Castillo, M.D., member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-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 Thomas Nielsen, M.D. as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 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 Thomas Nielsen, M.D. and the Director of the Emergency Telephone System Board.

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

APPROVED: 
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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

EXECUTIVE COMMITTEE:

Member Sorensen presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE NORMAL TOWNSHIP SUPERVISOR
TO CHANGE POLLING PLACES

WHEREAS, the Supervisor of Normal Township has formally requested that two of the polling places in Normal Township be relocated to improve accessibility in two precincts; and,

WHEREAS, the Supervisor of Normal Township has recommended that precinct #25 be relocated from the East College Avenue Fire Station to the Blair House, 1200 East College Avenue and that precinct #6 be relocated from Epiphany Church to the Epiphany Grade School Multi-Purpose Room, 1002 East College Avenue; and,

WHEREAS, the Supervisor of Normal Township has advised the McLean County Board that precincts #15 and #20 will remain at 814 Jersey Avenue, which, as a result of the sale of the property, is now the Mount Moriah Christian Church; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, February 12, 2002, recommended approval of the request received from the Supervisor of Normal Township; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

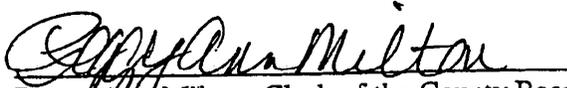
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Normal Township to relocate precinct #25 from the East College Avenue Fire Station to the Blair House, 1200 East College Avenue.
- (2) The McLean County Board hereby approves the recommendation received from the Supervisor of Normal Township to relocate precinct #6 from Epiphany Church to the Epiphany Grade School Multi-Purpose Room, 1002 East College Avenue.
- (3) The McLean County Board hereby acknowledges that the Supervisor of Normal Township has advised the McLean County Board that precincts #15 and #20 will remain at 814 Jersey Avenue, which, as a result of the sale of the property, is now the Mount Moriah Christian Church.
- (4) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Normal Township and the First Civil Assistant State's Attorney.

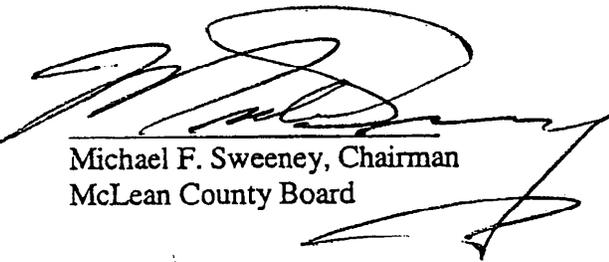
(2)

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
BELLFLOWER TOWNSHIP
TO CHANGE ONE POLLING PLACE

WHEREAS, the Supervisor of Bellflower Township has formally requested that the polling place in Bellflower Township be relocated; and,

WHEREAS, the Supervisor of Bellflower Township has recommended that the polling place be relocated to 104 West Center Street, Bellflower, in the Old Grade School Building; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, February 12, 2002, recommended approval of the request received from the Supervisor of the Bellflower Township; now, therefore,

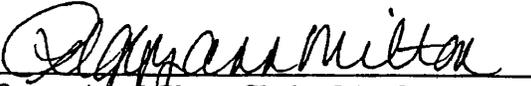
BE IT RESOLVED by the McLean County Board as follows:

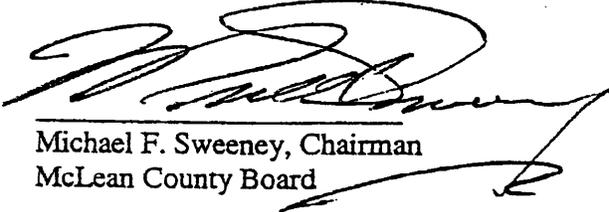
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Bellflower Township to relocate the polling place to 104 West Center Street, Bellflower, in the Old Grade School Building.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Bellflower Township and the First Civil Assistant State's Attorney.

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

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 Request for Approval by Normal Township for Changes in Polling Places for Primary Election on March 19, 2002 and by Bellflower Township for Change in Polling Place. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
County General Fund 0001, County Administrator's Office 0002

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County General Fund 0001, County Administrator's Office, Department 0002; and,

WHEREAS, during fiscal year 2001, Clifton Gunderson L.L.C., the County's outside auditor, performed additional auditing services for McLean County to audit and document possible misappropriation of funds in the Sheriff's Department and in the County Recorder's Office; and,

WHEREAS, the Executive Committee, at its regular meeting on February 12, 2002, recommended approval of an Emergency Appropriation Ordinance in the amount of \$31,542.00 to cover the expenses incurred for the additional auditing services provided by Clifton Gunderson L.L.C.; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County General Fund 0001 in the amount of \$31,542.00 and to amend the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance as follows::

0001-0001-0001-0400.0000	
Unappropriated Fund Balance	\$ 31,542.00

2. That the County Auditor is directed to amend the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the County General Fund 0001, County Administrator's Office, Department 0002:

	<u>ADOPTED</u>	<u>ADDED</u>	<u>AMENDED</u>
	<u>BUDGET</u>	<u>EXPENSE</u>	<u>BUDGET</u>
0001-0002-0002-0784.001			
Auditing and Accounting Services	\$ 46,000.00	\$ 31,542.00	\$ 77,542.00

(2)

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

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Gordon moved the County Board approve a Request for Approval of Emergency Appropriation Ordinance Amending the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance - Outside Auditing Services, County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the rest of the Executive Committee report is located on pages 53-66.

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
County General Fund 0001, County Recorder's Office 0006
County Recorder's Document Storage Fund 0137**

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Recorder's Office and the County Recorder's Document Storage Fund; and,

WHEREAS, the Finance Committee, at its regular meeting on February 5, 2002, recommended to the County Board approval of the request received from the County Recorder to increase the Occasional/Seasonal Employee line-item account expense in the County Recorder's Office, to assist the County Recorder's Office with the increase in the workload resulting from mortgage refinancings, document recordings, and liens recorded; and,

WHEREAS, the Finance Committee, at its regular meeting on February 5, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$6,435.00 to cover the occasional/seasonal salary expense for a seasonal employee for the period from February 19, 2002 through June 30, 2002; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$6,435.00.
2. That the County Treasurer is directed to amend the fiscal year 2002 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

	<u>ADOPTED</u>	<u>AMENDED</u>
0137-0006-0008-0400.0000 Unappropriated Fund Balance	\$ 0.00	\$6,435.00
0137-0006-0008-0999.0001 Interfund Transfer	\$ 0.00	\$6,435.00

(2)

	<u>ADOPTED</u>	<u>AMENDED</u>
0001-0006-0008-0450.0011 Transfer from Other Funds	\$ 0.00	\$6,435.00

3. That the County Auditor is directed to amend the fiscal year 2002 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriations:

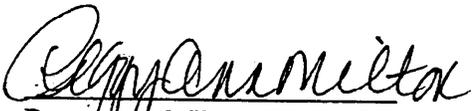
0001-0006-0008-0516.0001 Occasional/Seasonal Employees	\$2,600.00	\$9,035.00
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4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Recorder, County Treasurer, County Auditor, and the County Administrator.

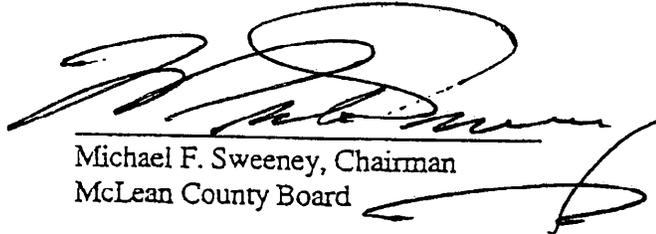
ADOPTED by the McLean County Board this 19th day of February, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance County General Fund 0001, County Recorder's Office 0006, County Recorder's Document Storage Fund 0137 - Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

AN ORDINANCE OF THE McLEAN COUNTY BOARD
SETTING FEES TO BE CHARGED BY THE McLEAN COUNTY CLERK
FOR THE FIRST COPY OF ANY RECORD

WHEREAS, 55 ILCS 5/4-5001 allows the McLean County Board and the County Clerk to conduct a user fee study of the fees charged by the County Clerk and to raise the fees charged by the County Clerk if the full cost of the services provided exceeds the statutory fee; and,

WHEREAS, 55 ILCS 5/4-5001 requires that an independent, professional cost accounting firm be retained to complete the cost accounting study of the fees charged by the County Clerk; and,

WHEREAS, the McLean County Board and the County Clerk retained the services of MAXIMUS, Inc., a national cost accounting firm with substantial experience in analyzing the cost of fee services in accordance with the provisions of 55 ILCS 5/4-5001 and the United States Office of Management and Budget Circular A-87; and,

WHEREAS, the Cost Accounting Study of the Fees charged by the County Clerk documented that the full cost of services provided for the First Copy of Any Record, Fireworks Permits, Class E Liquor Licenses, Marriage Licenses, and Certificates of Redemption exceeds the current revenue received and, therefore, the County Board is permitted to adjust current fee levels of these services to recover the actual cost of services provided; and,

WHEREAS, the County Clerk has carefully reviewed the findings of the Cost Accounting Study and has recommended to the Finance Committee that the fees charged by the County Clerk for the First Copy of Any Record, Fireworks Permits, Class E Liquor Licenses, Marriage Licenses, and Certificates of Redemption be adjusted in accordance with the provisions of 55 ILCS 5/4-5001; and,

WHEREAS, the County Board, at its regular meeting of January 15, 2002, voted to establish new fees for Fireworks Permits, Class E Liquor Licenses, Marriage Licenses, and Certificates of Redemption; and

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, February 5, 2002, recommended that the fees charged by the County Clerk for the First Copy of Any Record be adjusted in accordance with the schedule of fees for service incorporated in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

- (1) The fees charged by the County Clerk for the following services shall be established and set in accordance with the following schedule:

	<u>Current</u>	<u>New</u>
(a) <u>For the First Copy Any Record, except a Death Record:</u>	\$ 5.00	\$ 8.00

(2)

(a)(1) For the First Copy of a Death Record: \$ 5.00 \$ 6.00

(2) This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets fees to be charged for other services provided by the McLean County Board.

(3) The County Clerk shall provide a Certified Copy of this Ordinance to the McLean County Clerk and the County Administrator.

(4) This Ordinance shall become effective immediately.

ADOPTED as amended by the McLean County Board this 19th day of February, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

e:\john\ccobd\clerk_fees.1802
02/19/02

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance Setting Fees for Vital Records in the County Clerk's Office. Clerk Milton shows all Members present except Member Arnold voting in favor of the Motion. Member Arnold voted no. Motion carried.

Member Sorensen, Chairman, presented the following:

**AN ORDINANCE TRANSFERRING MONIES FROM THE
COUNTY GENERAL FUND 0001
TO THE PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110,
FICA/SOCIAL SECURITY FUND 0130, AND THE IMRF FUND 0131
FISCAL YEAR 2002**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Persons with Developmental Disabilities Fund 0110, the FICA/Social Security Fund 0130, and the IMRF Fund 0131 in the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the County General Fund 0001 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$612,544.00 from the General Fund 0001 to the Persons with Developmental Disabilities Fund 0110, the FICA/Social Security Fund 0130, and the IMRF Fund 0131; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$612,544.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	County General Fund 0001	<u>\$612,544.00</u>
TO:	Persons with Developmental Disabilities Fund	\$ 30,000.00
	FICA/Social Security Fund 0130	\$540,914.00
	IMRF Fund 0131	<u>\$ 41,630.00</u>
	TOTAL:	\$612,544.00

(2)

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$612,544.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2002, to reimburse said County General Fund 0001 after receipt of general property taxes and personal property taxes until the full amount so transferred has been returned to these funds.

BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

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

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

**A RESOLUTION TRANSFERRING MONIES FROM THE
WORKING CASH FUND 0002
TO THE PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110,
AND THE HEALTH DEPARTMENT FUND 0112
FISCAL YEAR 2002**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Persons with Developmental Disabilities Fund 0110, and the Health Department Fund 0112 in the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, the County has heretofore established a Working Cash Fund and has accordingly collected a special tax therefore pursuant to statute; and,

WHEREAS, it is desirable to transfer to said funds, monies from said Working Cash Fund; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$738,641.00 from the Working Cash Fund to these funds; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board in regular session that the sum of up to \$738,641.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following funds as follows:

FROM:	Working Cash Fund 0002	<u>\$738,641.00</u>
TO:	Persons with Developmental Disabilities Fund 0110	\$213,763.00
	Health Department Fund 0112	\$524,878.00
	TOTAL:	<u>\$738,641.00</u>

(2)

BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$738,641.00 accordingly.

BE IT FURTHER RESOLVED that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2002, upon receipt of general property taxes until the full amount so transferred has been returned to the Working Cash Fund 0002.

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

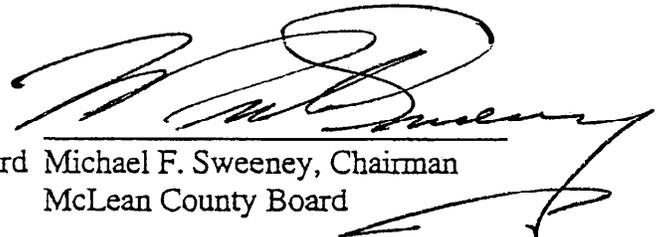
ADOPTED by the County Board of McLean County, Illinois this 19th day of February, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Arnold moved the County Board approve Request for Interfund Transfer Ordinances: January 1 through May 30, 2002 - Fiscal Year 2002 - County Administrator's Office.

(1) Ordinance Transferring Monies from the County General Fund 0001, to the Persons with Developmental Disabilities Fund 0110, FICA/Social Security Fund 0130, and the IMRF Fund 0131.

(2) Resolution Transferring Monies from the Working Cash Fund 0002 to the Persons with Developmental Disabilities Fund 0110, and the Health Department Fund 0112.

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

Member Sorensen, Chairman, presented the following:

AN ORDINANCE AMENDING AND ESTABLISHING
COUNTY TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY
FOR McLEAN COUNTY

WHEREAS, the travel and business expense policy of the County of McLean has not been updated since 1994; and

WHEREAS, a comprehensive policy regarding mode of travel, lodging accommodations and meal expenses is necessary to provide for the proper use of public funds; and

WHEREAS, such a policy is also necessary to properly inform County employees who travel on the County's business what expenses are reimbursable; and

WHEREAS, the following policy will supersede any previous policy and stand on its own, replacing the policy of 1994 and all of its amendments thereafter, now, therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, as follows:

SECTION 1.0 PURPOSE

- 1.0-1 To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.
- 1.0-2 To provide written guidelines for all County officials and employees who incur, authorize, and/or approve travel/business expenses.
- 1.0-3 To provide procedures for the equitable and timely processing of travel/business expense reimbursements.
- 1.0-4 To provide uniform instructions for the reporting and documentation of travel/business expenses.

1.1 APPLICABILITY

The purpose of this policy is to establish a uniform policy regarding the expenditure of public funds for travel/business expenses of County employees when engaged in County business within or outside McLean County. These provisions shall be incorporated into the Rules of the McLean County Board. These provisions are applicable to all countywide elected officials, County Board members, appointed department heads, and employees of McLean County regardless of source of funds. This Ordinance shall apply to all County funds. Each elected official and appointed department head shall be held responsible for the execution of this Ordinance.

1.2 AUTHORITY

1.2-1 The McLean County Travel/Business Expense Reimbursement Regulations and McLean County Travel/Business Expense Reimbursement Schedule are promulgated in accordance with the statutory authority granted to the McLean County Board.

1.2-2 The County Board, through its approval and adoption of the Annual Budget and Appropriation Ordinance, shall be responsible for maintaining a system for control of travel/business expenses for officials and employees. The County Travel/Business Reimbursement Policy is issued to provide for the efficient and economical conduct of the County's business, both within and outside the County.

1.2-3 Prior authorization for all travel planned during the budget year shall be obtained as a part of the approved budget for each department. If appropriations are depleted from all travel line items during the budget year, an additional appropriate sum may be added by budget amendment or transfer for unanticipated trips, subject to County Board approval. Transfers within the same appropriation category are allowed.

1.2-4 All travel arrangements for County Board members, elected officials, appointed department heads and employees attending national conferences shall be made through the County Administrator's Office.

1.2-5 All travel shall be approved by either appointed or elected officials, as department heads, prior to beginning travel. Said approval may be oral, but when requested, it can be in writing.

SECTION 2.0 DEFINITIONS

There are two types of travel and associated expenses.

2.0-1 One Day Business Travel: An applicable individual as defined in Section 1.1 who travels on County business and DOES NOT have an Overnight Stay. Eligible reimbursement shall include defined expenses for registration, mileage, tolls and business telephone calls. Meals will be eligible for reimbursement if they are a part of a formal business meeting registration or conform to regulations under Section 5.2.

2.0-2 Overnight Travel: An applicable individual as defined in Section 1.1 who travels on County business and HAS an Overnight Stay. Eligible reimbursements shall include defined expenses for registration, transportation, lodging, business telephone calls, and reimbursement for meal expenses in accordance with the regulations under Section 5.3.

(3)

2.1 Business Travel:

2.1-1 Travel to business meetings as a direct assignment or in the direct interest or benefit to McLean County, at which the attendance of a County representative is considered necessary for the development, execution, or maintenance of a course of action by the County or a County office/department.

2.1-2 Travel for training where such training is required for job performance, e.g. basic police training, property appraiser/assessment courses, and specialized EDP programming courses.

2.1-3 Travel required by County officials and/or employees to appear before the Congress, State Legislature, other governmental bodies, their committees or sub-committees, or any other official body or organization. Includes attendance at professional conferences and/or conventions where pending or contemplated legislation will be reviewed or discussed which, if enacted into law, would affect the interest of McLean County.

2.1-4 Travel required for the planning and completion of newly approved or ongoing capital improvement/capital construction projects, e.g. site visits.

2.1-5 Travel required to maintain or obtain financing for ongoing or newly approved programs, e.g. capital market financing, federal or state grant funding.

2.2 Professional/Educational Travel:

2.2-1 Travel to a meeting of a professional organization or a major division thereof at which subjects of general interest to the members of the professional organization or major division thereof are reviewed and discussed.

2.2-2 Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems utilized by the County.

SECTION 3.0 PREPARATION OF A TRAVEL VOUCHER

3.1 General Policy Guidelines:

3.1-1 The policy of the County is to reimburse allowable, authorized travel/business expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.

(4)

3.1-2 The County Board will annually review travel/business reimbursement rates to conform to applicable rules of the Internal Revenue Service and economic conditions. Specific rates of reimbursement are reflected on the McLean County Travel/Business Reimbursement Schedule and in the specific County Board Resolution setting the mileage reimbursement rate.

3.1-3 County officials and employees are expected to exercise good judgment and proper regard for the expenditure of public funds when incurring travel/business expenses. Personal items and other non-business/professional related expenses will not be reimbursed by the County.

3.1-4 Any deposit, pre-registration fees or any other pre-trip costs that are lost or forfeited due to an alteration in the official's or employee's plans, other than those caused by an emergency of work or family, shall be reimbursed to the County.

3.2 Travel and Business Expense Documentation:

3.2-1 All claims for the reimbursement of travel/business expenditures shall be submitted on a County Travel Expense Voucher and shall be itemized in accordance with this Ordinance.

3.2-2 For travel to conferences, workshops, and/or seminars, an agenda must accompany all requests for reimbursement regarding conferences, schooling and meetings.

3.2-3 The purpose of the travel shall be indicated on the travel voucher and shall show in the spaces provided the dates and times of travel, the points of departure and destination, the mode of transportation and the cost of transportation incurred.

3.2-4 Original receipts for lodging and transportation expenses must be submitted as documentation in order for travel/business expenses to be reimbursable. In all cases, the original detailed lodging bill and the actual transportation ticket are required.

3.2-5 For Business one-day travel, original itemized receipts are required as documentation for meal expenses.

3.2-6 Original charge card receipts are acceptable for taxi and/or limousine expenses.

3.2-7 Gratuities, other than tips for meals, are to be identified on the specific reimbursement line on the County Travel Expense Voucher.

3.2-8 Original receipts are required for all other miscellaneous items in excess, individually, per day, of \$10.00.

(5)

Miscellaneous items are to be identified on the specific reimbursement line on the County Travel Expense Voucher.

3.2-9 Individuals submitting travel vouchers are personally responsible for accuracy and propriety. Any misrepresentation shall be grounds for disciplinary action and possible legal action.

3.3 Approval and Submission of Travel Vouchers:

3.3-1 The completed Travel Expense voucher shall be first approved by the elected official/ department head who shall review the expenses and attached receipts and approve the Travel Expense voucher by signing the voucher on the appropriate signature line. The Travel Expense voucher shall then be forwarded to the County Auditor, with a copy to be maintained by the Department.

3.3-2 Travel Expense vouchers that are not prepared in accordance with this Ordinance or not properly supported by receipts when required shall be returned by the County Auditor to the elected official/department head for correction.

3.3-3 In order to receive reimbursement for allowable travel/business expenses, for all local, in-State travel, the completed Travel Expense voucher and the supporting receipt documentation must be submitted to the County Auditor within 60 days of the initiation of travel.

For all out-of-state travel, the completed Travel Expense voucher must be submitted to the County Auditor within 60 days of the completion of travel.

3.3-4 Reimbursable business travel expenses that have been incurred after November 1st must be submitted for reimbursement to the County Auditor prior to January 15th of the following fiscal year.

3.3-5 Failure to comply with timely submission of the Travel Expense voucher to the County Auditor may result in a disallowance of reimbursement.

SECTION 4.0 ALLOWABLE TRANSPORTATION EXPENSES

4.1 General Provisions:

4.1-1 All travel shall be by the most direct route and by the most economical mode of transportation available, considering travel time, costs, and work requirements. In the event an individual, for their convenience, travels by an indirect route the additional travel expense shall be borne by such individual.

(6)

4.2 Use of Personal Vehicle for Out-of-State Travel:

4.2-1 When the use of a privately owned vehicle is necessary or desirable, it may be used at the reimbursement rate approved by the County Board for determination of mileage for business expenses.

4.2-2 When transportation by privately owned automobile is authorized or approved by the elected official/department head, distances between points traveled shall be recorded on the travel voucher.

4.2-3 When the use of public transportation for out-of-state travel is an economical, feasible and practical alternative to the use of a personal vehicle, the total mileage reimbursement for use of a personal vehicle shall not exceed the cost of travel by public transportation, including the costs of taxi or limousine transportation, inclusive of local taxes and surcharges, to/from the terminal.

4.2-4 For reasons of expediency or choice, individuals may desire to use their personal car. Other situations may involve a combination business and pleasure trip. While such use generally should be discouraged, it is recognized there may be situations where such use is warranted. Only those expenses that are related to County business will be reimbursed. The employee will be responsible for all other expenses incurred.

4.2-5 The use of a privately owned automobile is permitted when such use is necessary or desirable due to a lack of other convenient means of transportation or is otherwise advantageous to the County.

4.2-6 When two or more County employees travel in one privately owned vehicle, mileage reimbursement will be made to the employee who owns the vehicle. The names of all County employees who traveled in one privately owned vehicle should be listed on the Travel Expense voucher.

4.2-7 Certain incidental expenses associated with the use of vehicles shall be reimbursed as follows:

4.2-7(a) When driving a County owned vehicle, the purchase of gasoline shall be reimbursed when the employee is unable to use the County's gasoline service pumps. An original receipt will be required.

4.2-7(b) The cost of automobile parking fees, bridge, road and tunnel tolls shall be reimbursed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only if the total parking

(7)

fees plus the allowable mileage reimbursement to and from the terminal area does not exceed the cost for use of a taxicab or limousine service to and from the terminal.

4.3 Use of Rental Automobiles:

4.3-1 The use of rented automobiles shall be kept to a minimum. Every effort shall be made to obtain other suitable transportation. Where circumstances require the use of a rental automobile, the most economical vehicle available that is suitable for the conduct of the County's business, shall be obtained. In such instances, the actual cost may be charged and a full explanation for the use of the rental vehicle shall accompany the travel voucher. No reimbursement will be made for rental on days when County business is not transacted.

4.3-2 Rental vehicle reimbursement is limited to the following circumstances:

4.3-2(a) When the employee's final travel/business destination is remote to the transportation terminal and there is no other cost effective conveyance from the common carrier terminal.

4.3-2(b) When timely flight connections can only be made for the County employee by utilizing a short term rental car.

4.4 Commercial Carrier Travel:

4.4-1 Where travel will be best served by using commercial carriers such as airlines, railroads, bus lines, such use should be given consideration and encouraged. Expense reimbursement will consist of actual expense paid to the respective carrier. Travel on airlines shall ordinarily be by coach class. Every attempt will be made to book airline accommodations as far in advance of travel as is possible in order to take advantage of any discount fares.

4.4-2 Taxicab fares are reimbursable. Receipts for fares are required if over \$10.00. If free van, bus, or shuttle service is available and convenient, employees are encouraged to use this service in lieu of taxicabs or limousines. Taxicab fares must be substantiated as to business purpose.

4.4-3 Use of airport limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation.

SECTION 5.0 ALLOWABLE LIVING EXPENSES

5.1 Reimbursement for Meal Expenses

5.1-1 Within McLean County, meals including tips may be reimbursed for officials and employees attending conferences and seminars if the attendance at the conference or seminar is required by the department head and if the conference or seminar requires the official or employee to be away from their workplace or home during a meal. The same limits apply as noted in Section 5.2-1(a).

5.1-2 Alcoholic beverages are excluded from reimbursement.

5.1-3 Meal tips shall be limited to 20% of the allowable meal expense.

5.2 Reimbursement for Meal Expenses - One Day Business Travel:

5.2-1 When traveling outside McLean County, the allowable reimbursement for meals including tips for one-day business travel shall hereby be established as follows:

5.2-1(a) For travel in Illinois, except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will:

Breakfast:	\$ 8.00
Lunch:	\$10.00
Dinner:	\$16.00

5.2-1(b) For travel in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will and Out-of-State Travel:

Breakfast:	\$10.00
Lunch:	\$12.00
Dinner:	\$20.00

5.2-2 For one-day business travel, employees shall be required to submit original, itemized receipts for meal expenses incurred. Charge card receipts with totals only are not acceptable. Failure to do so will result in denial of reimbursement. The total allowable meal expense reimbursement shall not exceed the allowance specified in Section 5.2-1.

5.2-3 Partial Day Reimbursement: Partial day reimbursement for meal expense shall be limited to those meal(s) that an employee could not reasonably consume at home due to the time required to travel.

(9)

5.2-4 Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel voucher at the time of request for reimbursement.

5.2-5 During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the stated allowance for the meal. An explanation of the conflict must be attached to the travel voucher and is subject to the approval of the department head or elected official.

5.3 Per Diem Reimbursement for Meal Expenses: Overnight Travel:

5.3-1 Per Diem reimbursement will be paid for meal expense when travel includes an overnight stay or is 18 or more continuous hours.

5.3-2 Per Diem reimbursement will be paid for meal expense at the following rate:

5.3-2(a) For overnight travel in Illinois except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will: \$ 34.00.

5.3-2(b) For overnight travel Out-of-State and in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will: \$ 42.00.

5.3-2(c) Per Diem reimbursement for meal expense will be paid without submitting itemized receipts.

5.3-3 Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel voucher at the time of request for reimbursement.

5.3-4 During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the stated allowance for the meal. An explanation of the conflict must be attached to the travel voucher and is subject to the approval of the department head or elected official.

5.4 Overnight Travel: Reimbursement for Lodging Expenses:

5.4-1 Actual lodging expense shall be, when available, the "government economy" room rate offered by a hotel. When a

conference/convention is the reason for the trip, the person shall be reimbursed at the available convention lodging rates, unless such accommodations are not available to the person making the trip.

5.4-2 Itemized receipts are required to be submitted with travel vouchers to support all lodging expenses claimed.

5.4-3 Lodging provided by a friend, relative or non-invoicing lodging organization is not reimbursable.

5.4-4 For travel more than 75 miles, the number of nights for which an employee may obtain reimbursement shall be limited to the number of nights necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 6:00 p.m., lodging expense for that night will also be reimbursed. Employees are encouraged to return on the final day of the conference whenever possible.

5.4-5 It is not considered prudent to use public funds for overnight lodging for a one-day meeting/seminar/workshop within a 75-mile radius of the County complex, therefore it is not normally reimbursed. Exceptions to this policy would be:

5.4-5(a) When documented business meetings extend beyond 8:00 p.m. Business meetings, in this instance include dinners, receptions or social functions sponsored for attendees during the evening hours which are a scheduled event and part of the agenda for the meeting/seminar/workshop.

5.4-5(b) If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.

5.4-6 Longer stays where lodging is reimbursable are permitted if the additional stay results in significant savings in round-trip transportation costs. The employee requesting the reimbursement for the longer stay must document the net savings, including the lodging expense and meal reimbursement. Lost work time should also be taken into account when calculating the cost savings.

5.4-7 One personal telephone call per each day of an overnight stay will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card at a maximum reimbursement rate of \$10.00. Necessary business related telephone calls will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card.

5.4-8 Personal items such as movie or game rentals shall not be reimbursable.

5.4-8(a) In the event of an emergency, clothes cleaning and/or dry cleaning may be eligible for reimbursement. Written justification explaining the nature of the emergency must accompany any request for reimbursement of this expense.

5.5 Travel Advance:

5.5-1 Employees whose travel will take them out of the County for more than twenty-four (24) hours may apply for an advance to cover the allowance for meals and any other reasonable travel expenses, if the expenses are expected to exceed \$50.00. Travel advances shall not be paid out of petty cash.

5.5-2 Application for a Travel Advance shall be submitted in writing to the County Auditor at least five (5) working days prior to the departure date. Applications for a Travel Advance shall be accompanied by an Agenda, when applicable.

5.5-3 In order to avoid unnecessary paperwork, travel advances shall be issued for travel when the trip is outside McLean County and involves an overnight stay.

5.5-4 If travel expense reimbursement vouchers are not received within 60 days of initiation of travel for local or in-state travel or 60 days after completion of travel for out-of-state travel, then the full amount of the travel advance must be paid back to the County. If not reimbursed by the employee within 60 days, future advances will be disallowed.

SECTION 6.0 LOCAL BUSINESS EXPENSE REIMBURSEMENT

6.1 The cost of hosting a meeting related to County business shall be reimbursable provided such expenses are reasonable, documented, and within the budgeted appropriation.

6.2 All local business expenses shall be itemized and fully documented to include the actual County business transacted, the individuals in attendance and their respective business affiliations.

6.3 The actual cost of meals for County employees and other persons in attendance shall be reimbursed in accordance with the Meal Reimbursement schedule in Section 5.1.

6.3-1 To be eligible for reimbursement of a meal with a business representative, County business must have been discussed during the meal.

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6.3-2 Actual original receipts must be submitted in order to receive reimbursement.

6.3-3 In all cases, reimbursement for alcoholic beverages is not allowed.

6.4 Two or more County employees dining together and discussing County business will not constitute a reimbursable business meal expense.

SECTION 7.0 REIMBURSEMENT OF MISCELLANEOUS EXPENSES

7.1 Under Miscellaneous Expenses, the County may reimburse the following items:

1. Business telephone calls.
2. Public Transit (if used instead of taxicab or hotel transportation)
3. Parking fees.
4. Storage of baggage.
5. Rental of meeting room or dining room for official business of McLean County only (when appropriate).
6. Tips for parking attendants and baggage handling.
7. One personal call per overnight stay, with a maximum reimbursement of \$10.00 will be allowed.

A receipt shall accompany any individual, miscellaneous expense OVER \$10.00.

7.2 Housekeeping tips are NOT an allowable expense.

SECTION 8.0 CREDIT CARDS

8.1 A County department may obtain a credit card only if it is necessary for the efficient operation of the department in regard to charging and payment of departmental travel expenses. Generally, a credit card will only be issued to a County department that is required on a routine and/or an immediate basis to make travel arrangements to carry out the department's statutory responsibility.

8.2 All requests for authority to obtain a credit card must be made to the appropriate County Board oversight committee. Approval by the appropriate County Board oversight committee is required prior to application for a department credit card.

8.3 Credit cards must be issued in the name of the department with the department head as the responsible party for billing purposes.

8.4 Charges shall not be made to a department credit card, which are not covered by a sufficient budgeted appropriation.

SECTION 9.0 APPROPRIATE BUDGET LINE ITEMS FOR TRAVEL EXPENSES

9.1 The following line items are to be used for the charging of travel expenses. The proper account shall be used for travel-related expenses, based on the descriptions below:

718.0001 Schooling and Conference: The line-item appropriation for lodging expense, travel expense, meal reimbursement expense incurred in attending schooling and conferences. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

760.0002 Non-Travel Business Meal Expense: Business meal expense incurred within McLean County not involving business travel.

793.0001 Travel Expense: The amount appropriated to each respective department for use in defraying the expense of travel, including mileage reimbursement, incurred on official county business only. This is exclusive of schooling and conference. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

SECTION 10.0 STATE AND FEDERAL LAWS AND REGULATIONS

10.1 Provisions of this policy shall not apply when in conflict with State or Federal Law and Regulations.

10.2 Consistent with the Internal Revenue Service regulations, travel expense reimbursements or advances shall be included as "wages, tips or other compensation" on all W-2's for the year unless an "adequate accounting" is made to the County.

10.3 It is in the interest of the County and its employees/officers to have a Business Travel Expense policy requiring adequate accounting within Internal Revenue Service guidelines.

SECTION 11.0 MISUSE OF McLEAN COUNTY TRAVEL POLICY

11.1 Any misrepresentation or misuse of this policy shall be grounds for disciplinary action and/or criminal or civil liability.

SECTION 12.0 SEVERABILITY CLAUSE

12.1 If any provision of this Ordinance or the application thereof is held to be unconstitutional, or otherwise invalid by a Court of competent jurisdiction, such ruling shall not affect any other provision of the Ordinance not specifically included in such ruling or which can be given effect without the unconstitutional

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or invalid provision or application; and to this end, is severable.

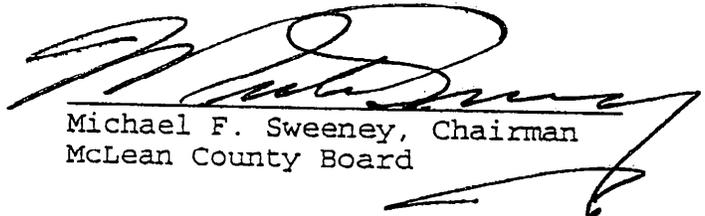
SECTION 13.0 EFFECTIVE DATE AND REPEAL

13.1 The effective date of this Ordinance shall be March 1, 2002.

13.2 This Ordinance shall supersede any previous Travel and Business Expense Reimbursement Policy.

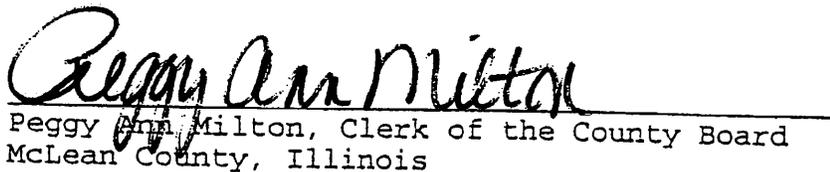
ADOPTED by the County Board of McLean County, Illinois, this 19th day of February, 2002.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Proposed Ordinance Amending and Establishing County Travel and Business Expense Reimbursement Policy for McLean County. Member Sorensen stated the Ordinance was amended at a Stand Up Finance Committee Meeting. He stated in the amendment, on page 86, section 4.2-3, the terminology "public transportation" has been replaced by "commercial carrier" in two places at the recommendation of council. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An Ordinance
Of the McLean County Board
Amending the 2002 Combined
Annual Budget and Appropriation Ordinance**

WHEREAS, it has become necessary to reappropriate the unliquidated encumbrances of the prior Fiscal Year 2001 budget, and

WHEREAS, reappropriations in the amount of \$528,836.50 for the Fiscal Year 2002 would be added; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to reappropriate the unliquidated encumbrances outstanding at the close of the 2001 Fiscal Year, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, that the Fiscal Year 2002 budget is amended by reappropriation of the outstanding purchase orders at the close of the 2001 Fiscal Year as follows:

COUNTY GENERAL FUND/0001

AUDITOR

01-0000518	Corporate Express	305.00
TOTAL AUDITOR		\$305.00

COURT SERVICES

01-0000456	Harlan Vance	696.00
01-0000483	Office Depot	441.94
01-0000485	Power Systems	180.80
01-0000507	Koldaire Equipment	375.90
01-0000509	The Wal-Mart	627.22
TOTAL COURT SERVICES		\$2,321.86

SHERIFF

01-0000084	Office Depot	90.00
01-0000380	Uniform Depot	419.00
01-0000414	Ray O'Herron Co., Inc.	407.50
01-0000416	Ray O'Herron Co., Inc.	298.80
01-0000443	Ray O'Herron Co., Inc.	459.60
01-0000447	Uniform Den	419.00
01-0000464	Uniform Den	419.00
01-0000523	Ray O'Herron Co., Inc.	276.20
01-0000532	Clay Dooley, Inc.	993.00
01-0000535	All Forms & Checks	190.48
01-0000538	Hill Radio Communications	4,934.00

01-0000539	Hill Radio Communications	9,240.00
01-0000544	Identix	12,606.00
TOTAL SHERIFF		\$30,752.58

CORONER

01-0000082	Newton Manufacturing Co.	275.00
TOTAL CORONER		\$275.00

RESCUE SQUAD

01-000460	Global Fire Equipment Co.	1,799.00
TOTAL RESCUE SQUAD		\$1,799.00

PARKS & RECREATION

00-0000586	CDW Government, Inc.	1,700.00
01-0000548	Hanson Professional Services	8,000.00
TOTAL PARKS & RECREATION		\$9,700.00

FACILITIES MANAGEMENT

00-0000565	Hunzeker Service Agency	1,728.81
01-0000258	Spring Crest Drapery	1,248.00
01-0000524	Twin City Power Equipment	2,547.00
01-0000525	Fassett Sales Co.	6,165.00
01-0000526	Technical Solutions & Service	21,490.00
01-0000527	Hunzeker Service Agency	3,512.00
01-0000528	Cummins Mid-States Power, Inc.	2,481.00
01-0000529	Mid-Illinois Mechanical	1,600.00
01-0000537	Mid-Illinois Mechanical	23,080.00
01-0000566	The Struck Co.	459.57
01-0000568	Cummins Mid-States Power, Inc.	1,004.42
TOTAL FACILITIES MANAGEMENT		\$65,315.80

INFORMATION SERVICES

01-0000409	Compumaster	399.00
01-0000519	STL Office Solutions	75,534.00
01-0000520	Novanis Global Solutions	2,505.00
01-0000547	TRW Systems & Information	36,729.00
TOTAL INFORMATION SERVICES		\$115,167.00

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SUPERVISOR OF ASSESSMENTS

01-0000510	U.S. Postmaster	5,000.00
01-0000511	PIP Printing	5,000.00
01-0000545	PIP Printing	5,500.00
01-0000546	The Pantagraph	12,000.00

TOTAL SUPERVISOR OF ASSESSMENTS **\$27,500.00**

TOTAL COUNTY GENERAL FUND **\$253,136.24**

T.B. CARE & TREATMENT/0111

01-0000492	Heyworth Star	500.00
01-0000493	Enloe Drugs, Inc.	4,416.70
01-0000494	Corporate Express, Inc.	215.25

TOTAL T.B. CARE & TREATMENT/0111 **\$5,131.95**

HEALTH DEPARTMENT/0112

00-0000515	McLean County Information Services	1,000.00
00-0000526	T-Kennel	3,000.00
01-0000426	McLean County Health Department	430.00
01-0000434	Best Buy	450.00
01-0000435	U.S. Postmaster	250.00
01-0000495	The Heyworth Star	1,150.00
01-0000497	Hopkins Medical Products	595.00
01-0000499	Medical Information Group Inc.	1,122.00
01-0000501	Goodvibes	100.00
01-0000502	Best Buy	200.00
01-0000503	General Medical	280.00
01-0000504	Accucut	1,972.00
01-0000505	Corporate Express Corporation	215.25
01-0000506	Widmer Interiors	2,996.06
01-0000550	Flatlander Industries, Inc.	228.60
01-0000551	All Forms & Checks	690.00

TOTAL MCLEAN COUNTY HEALTH DEPARTMENT **\$14,678.91**

COUNTY HIGHWAY/FUND 0120

01-0000516	Information Solutions	1,513.00
01-0000521	Town of Normal	35,000.00
01-0000522	McLean County Regional Planning	30,000.00
01-0000530	Deneen, Daniel Trustee	45,000.00
01-0000531	Deneen, Daniel Trustee	50,000.00

TOTAL COUNTY HIGHWAY/FUND 0120 **\$161,513.00**

CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142

01-0000424	Byers Printing	1,500.00
01-0000517	Paxtons, Inc.	930.90
TOTAL CIRCUIT CLERK COURT DOCUMENT STORAGE		\$2,430.90

COURT SERVICES/ADULT PROBATION/FUND 0146

01-0000279	Compaq Computer Corporation	609.50
TOTAL COURT SERVICES ADULT PROBATION		\$609.50

SHERIFF/ASSET FORFEITURE/FUND 0155

01-0000552	Decatur Electronics	7,190.00
TOTAL SHERIFF ASSET FORFEITURE		\$7,190.00

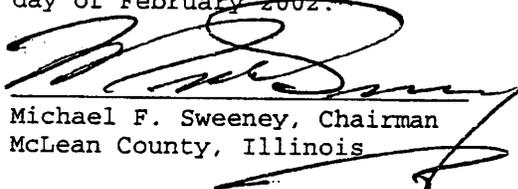
METRO CENTER/FUND 0452

01-0000540	E. F. Johnson	3,640.00
01-0000542	Tritech Solutions	19,043.00
01-0000543	Tritech Solutions	11,903.00
TOTAL METRO CENTER		\$34,586.00

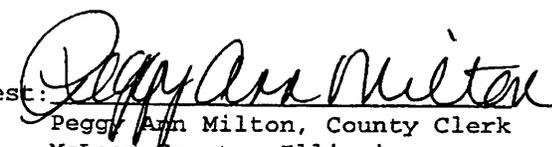
CAPITAL IMPROVEMENT FUND/0901

01-0000474	Darnall Concrete	6,840.00
01-0000475	McLean County Materials	2,799.00
01-0000476	Menards Cashway Lumber	8,196.00
01-0000477	Isaacson Construction, Inc.	31,725.00
TOTAL CAPITAL IMPROVEMENT FUND		\$49,560.00
GRAND TOTAL COMBINED FUNDS		\$528,836.50

Adopted by the McLean County Board of McLean County, Illinois this 19th day of February 2002.


Michael F. Sweeney, Chairman
McLean County, Illinois

Attest:


Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Sorensen/Arnold moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2002 Combined Annual Budget and Appropriation Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE EXECUTION OF AN AGREEMENT
ENABLING EMPLOYEES TO PURCHASE U.S. SAVINGS BONDS
THROUGH PAYROLL DEDUCTION

WHEREAS, McLean County, as a unit of local government, is able to withhold from their employees' payroll checks under the Government Salary Withholding Act, 50 *Illinois Compiled Statutes* 125/4, hereinafter referred to as the Act; and,

WHEREAS, the payroll deduction allowed by the Act includes the purchase of United States Savings Bonds and Bond Completion Life Insurance; and,

WHEREAS, Security Marketing Group of Illinois has approached McLean County about establishing a payroll deduction program for the purchase of United States Savings Bonds and Bond Completion Life Insurance; and,

WHEREAS, Security Marketing Group handles the promotion, administration, servicing, and accounting work for this payroll deduction program; and,

WHEREAS, the County Treasurer has advised the County Administrator's Office that the County Treasurer's Office is capable of adding the additional payroll deduction withholding; and,

WHEREAS, the Employee Benefit Committee recommended approval of the payroll deduction program for the purchase of United States Savings Bonds and Bond Completion Life Insurance; and,

WHEREAS, the withholding for the purchase of United States Savings Bonds Programs upon the written request of an employee must be authorized by a Resolution of the McLean County Board; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, February 5, 2002, recommended approval of the payroll deduction program for the purchase of United States Savings Bonds and Bond Completion Life Insurance offered by Security Marketing Group; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) That the Agreement with Security Marketing Group of Illinois attached hereto as Exhibit A and incorporated as a part of this Resolution by reference is hereby approved.

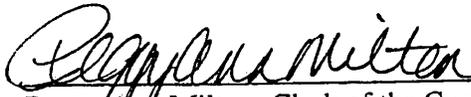
(2)

- (2) That this Resolution shall be in full force and effect immediately upon its adoption.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer, County Administrator, and Security Marketing Group of Illinois, Incorporated.

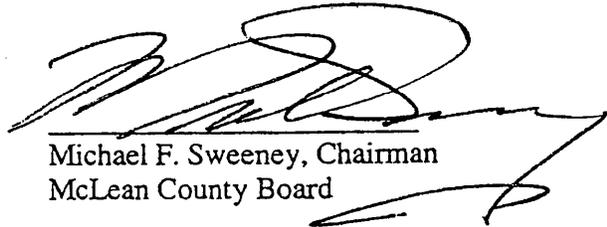
ADOPTED by the McLean County Board this 19th day of February, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval to Add Savings Bond Payroll Deduction Program as an Employee Benefit. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the rest of the report can be found on pages 109-123.

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

AN AGREEMENT BETWEEN
MEDIACOM, LLC.
AND THE CITY OF BLOOMINGTON, ILLINOIS

This agreement made this 19th day of February, 2002 between Mediacom, LLC (hereinafter referred to as "Grantee"), a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Illinois, the City of Bloomington (hereinafter referred to as "Grantor") a municipal corporation organized under the laws of the State of Illinois and owner of fee simple interest in and to the property effected by this agreement, and the County of McLean County (hereinafter referred to as "Lessee"), a body politic and holder of a leasehold interest in the property effected by this agreement.

SECTION 1. For the mutual benefit of each of the parties hereto, including the good and valuable consideration specified herein, the Grantee is hereby given the right, permission and authority upon the terms and subject to the conditions of this Agreement to install, maintain and use a fiber optic/coaxial cable conduit system and all appurtenances thereto ("System") within, under and over the marginal lands at Lake Evergreen in the locations shown on the prints attached hereto.

SECTION 2. Said System shall be installed, maintained and used in accordance with all applicable City and County ordinances and the regulations of the Director of Engineering and Water of the City and County Engineer of McLean County.

SECTION 3. The privilege granted under this License Agreement may not be transferred to any other person or entity without the written consent of the Grantor and Lessee except Grantee may assign the License Agreement to a legal entity which is a successor entity or a subsidiary or affiliate of Mediacom, LLC without consent, if prior written notice is given. Such approval shall not be unreasonably withheld.

SECTION 4. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere unreasonably with Grantor's and Lessee's use of Lake Evergreen or with any municipally owned water or sewer pipes then in place. Grantee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation. All surface areas disturbed by said Grantee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed, and in the event that any such surface area shall require repairing because of such disturbance by the Grantee, then said Grantee, as soon as climatic conditions will permit, shall promptly upon receipt of notice from the City of Bloomington or the County of McLean so to do, cause such surface to be repaired or restored to the standards required by the City or the County at the time the work is performed.

SECTION 5. Upon the determination by Grantor's Director of Engineering and Water or Lessee's Director of Parks & Recreation for good cause shown that it is necessary to relocate said System for municipal or county infrastructure purposes involving expenditures of municipal or county funds, the Grantee shall relocate the System and shall bear the sole expense of relocation.

SECTION 6. Grantee shall maintain insurance coverage in the sum of One Million Dollars (\$1,000,000), naming Grantor and Lessee as an additional insured, at all times this Agreement is in effect and until such time as the System referred to in this Agreement is removed or abandoned and the public way is properly restored as herein required. Grantee shall provide Grantor and Lessee with a copy of such insurance policy and any renewals thereof.

SECTION 7. The permission and authority herein granted shall not be exercised and any work to the System shall not be done until a permit authorizing the same shall have been issued by the Grantor's Director of Engineering and Water and Lessee's County Engineer and upon the faithful observance and performance of all of the conditions and provisions thereof and of this Agreement.

SECTION 8. The Grantee agrees to furnish the City of Bloomington a surety bond in the amount of \$10,000.00 written by a company authorized to do business in the State of Illinois. Grantee shall be required to keep said bond in effect as long as the System remains in place and in use by Grantee. The said bond shall be conditioned upon the Grantee's performance of its obligations pursuant to this Agreement. In the event the Grantee, after reasonable notice, fails to perform pursuant to any term of this Agreement, then the City of Bloomington or the County of McLean may in addition to other remedies recover on the surety bond. For the City of Bloomington or the County of McLean to recover from the Grantee or surety company under this Section, and except as otherwise provided herein, it is not necessary that the City of Bloomington or the County of McLean first make any expenditure or perform any work or have any work performed by private contractor(s). The City's Director of Engineering and Water and the County's Engineer is hereby authorized to determine what cost would be involved to perform such work and may present said claim to the Grantee and/or surety company, which claim shall be paid within a reasonable time.

SECTION 9. Except for gross negligence or willful or wanton conduct by the Grantor or Lessee, their officers, employees or agents, the Grantee shall indemnify and hold the Grantor and Lessee harmless from any and all damages and claims arising out of damage to the System caused in whole or in part by the Grantor or Lessee, their officers, employees, and agents or by any other person(s) whether or not they have a permit from the Grantor or Lessee and whether or not they are associated with the Grantor or Lessee in any direct or indirect manner. Grantee waives all claims, except for gross negligence or willful or wanton conduct by the Grantor and Lessee, their officers, employees or agents, against the Grantor and Lessee, whether arising directly, by subrogation, assignment, or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures done in whole or in part by the Grantor or Lessee, their officers, employees and agents or by any other person(s) whether or not they have a permit from the Grantor or Lessee and whether or not they are associated with the Grantor or Lessee in any direct or indirect manner, provided however, that Grantor and Lessee shall notify Grantee in advance of any construction activity Grantor or Lessee plan to undertake in or around the System which notice shall give Grantee sufficient time to take measures to protect the System as necessary. Grantee shall have no obligation to release or hold Grantor and Lessee harmless from claims related to damage to the System in the absence of such notice. As part of this indemnification provision, the Grantee shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by the Grantor or Lessee, their officers, employees or agents, the Grantor and its officers and employees from and against any and all claims and liabilities of whatever nature arising from the granting of

authority herein to the Grantee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb, or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep harmless the Grantor and Lessee from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof. Notice in writing shall be promptly given to Grantee of any claim or suit against the Grantor or Lessee and their officers and employees which, by the terms hereof, the Grantee shall be obligated to defend, or against which the Grantee has hereby agreed to save and keep harmless the Grantor and Lessee. The Grantor and Lessee shall furnish to the Grantee all information in its possession relating to said claim or suit, and cooperate with said Grantee in the defense of any said claim or suit. The Grantee agrees to provide notice in writing to the Legal Department of the Grantor or Lessee of any claim suit against the Grantee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the Grantor or Lessee has been made a Defendant or Respondent to the legal action. The City Council of the Grantor or County Board of Lessee may, if they so desire, assist in defending any such Claim or suit. The Grantee will not rely upon governmental immunity afforded to the Grantor and Lessee, and further agrees that it will pay the costs incurred by the Grantor and Lessee for the necessary defense of any suit not only against the Grantor and Lessee but also against their officers and employees resulting from the Agreement. The indemnification and waiver provided in this section shall be enforceable solely by the Grantor and Lessee and shall not operate as in indemnification or waiver as to any third party.

SECTION 10. This Agreement may only be amended and/or modified in writing, with the consent of the parties. However, Grantee may add or delete locations to or from the System upon approval of Grantor's Director of Engineering and Water and Lessee's Director of Parks & Recreation. An addendum will be executed any time there is a change in location.

SECTION 11. This Agreement shall remain in full force and effect for a period of twenty-five (25) years from the date executed by both of the parties, unless earlier terminated as provided herein. This Agreement may be terminated by Grantor or Lessee, if, after at least twenty-one (21) days written notice to the Grantee, the Grantee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said twenty-one (21) days, this Agreement may be terminated unless the Grantee has taken substantial steps to remedy the alleged breach within said twenty-one (21) days and notified Grantor or Lessee of such steps.

SECTION 12. Upon termination of the privileges herein granted, the Grantee without cost or expense to the Grantor or Lessee, shall either remove the System herein authorized and restore the public way to a proper condition under the supervision of the City's Department of Engineering and the County's Engineer or abandon the System in place if Grantor and Lessee so approve. Grantee shall remain liable to the Grantor and Lessee under the provisions hereof until said System is removed or abandoned in place. In the event of the failure, neglect or refusal of said Grantee to remove the System the Grantor and Lessee will have the choice of either performing said work and charging the cost thereof to said Grantee or determining what the cost of said work shall be by a contractor, and billing the Grantee for said cost which will be promptly paid or the Grantor or Lessee may proceed against the surety bond of the Grantee or pursue any other remedies provided by law. If Grantee wishes

Assistant Secretary both under the Grantee's corporate seal and said execution of this Agreement shall be an unconditional acceptance of all provisions hereof.

City of Bloomington
By: [Signature] Attest: [Signature]
Mediacom, LLC

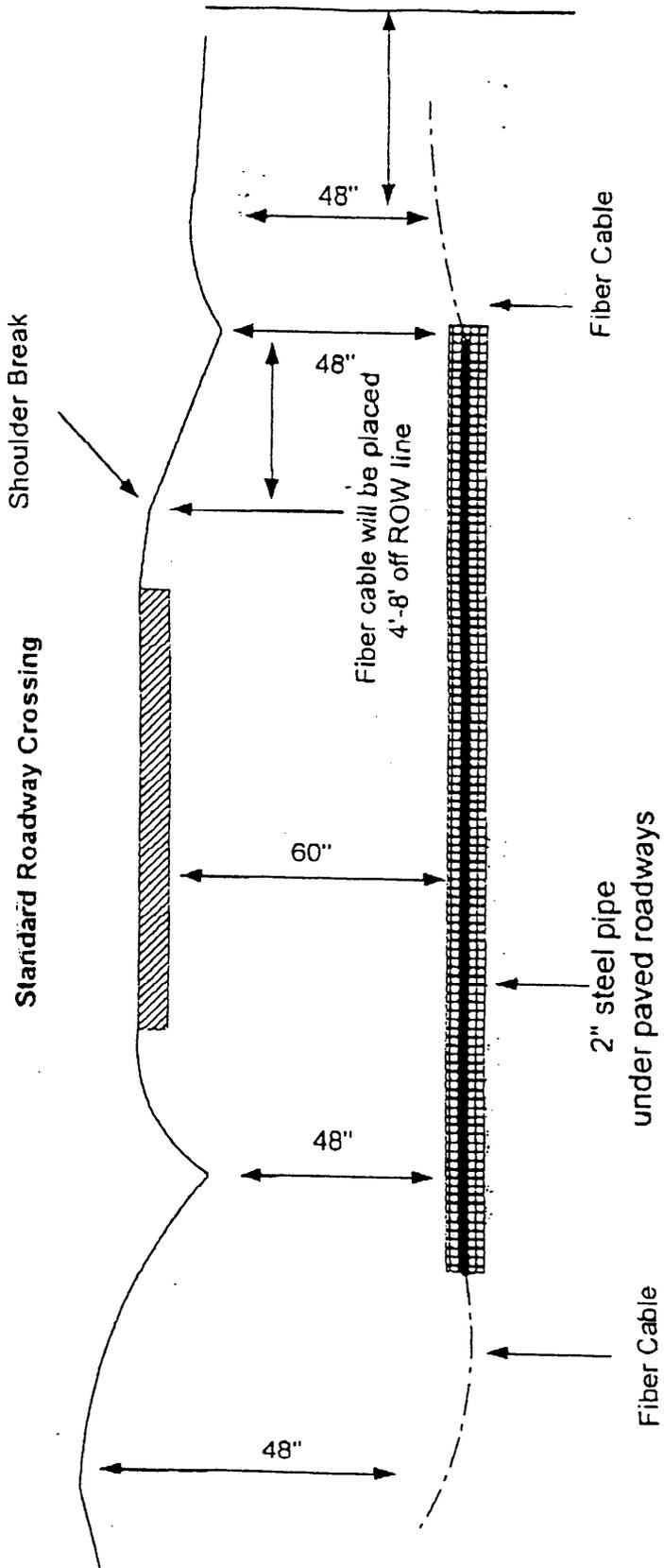
By: [Signature] Attest: [Signature]

County of McLean

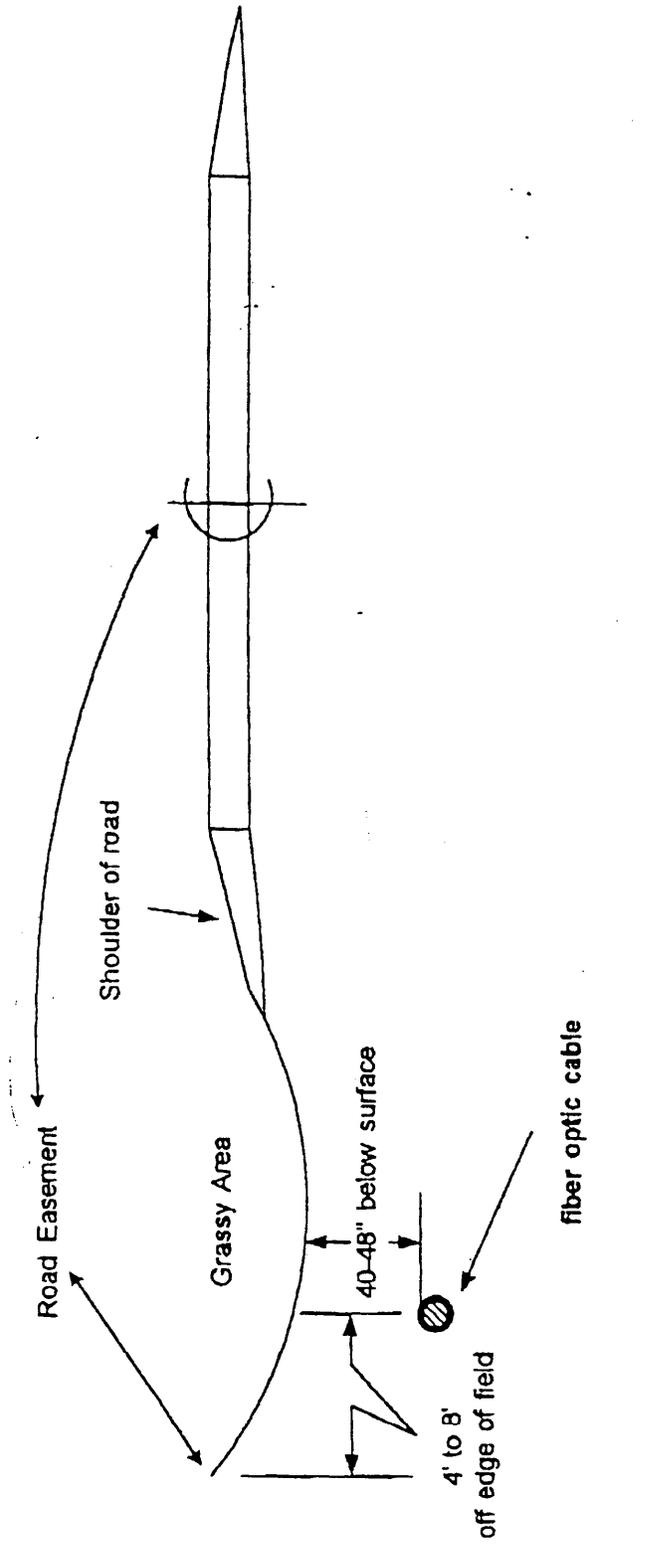
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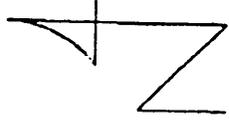
By: _____

Cable will be placed at 48" parallel to road way



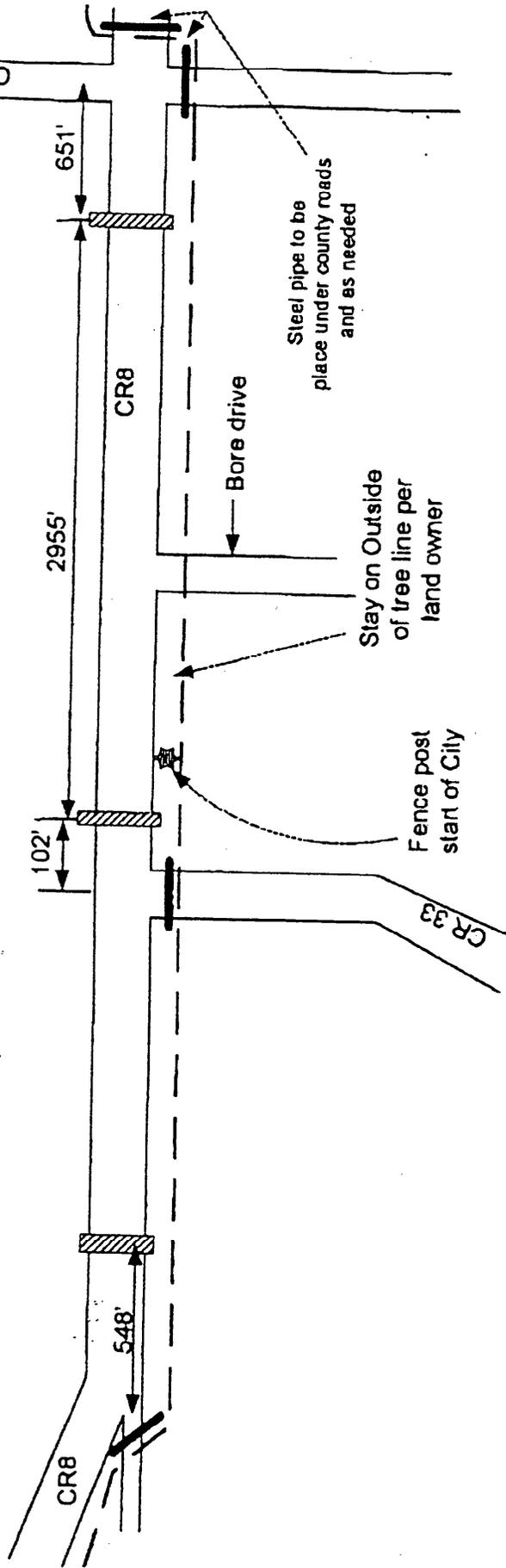
**Typical Parallel
fiber placement**

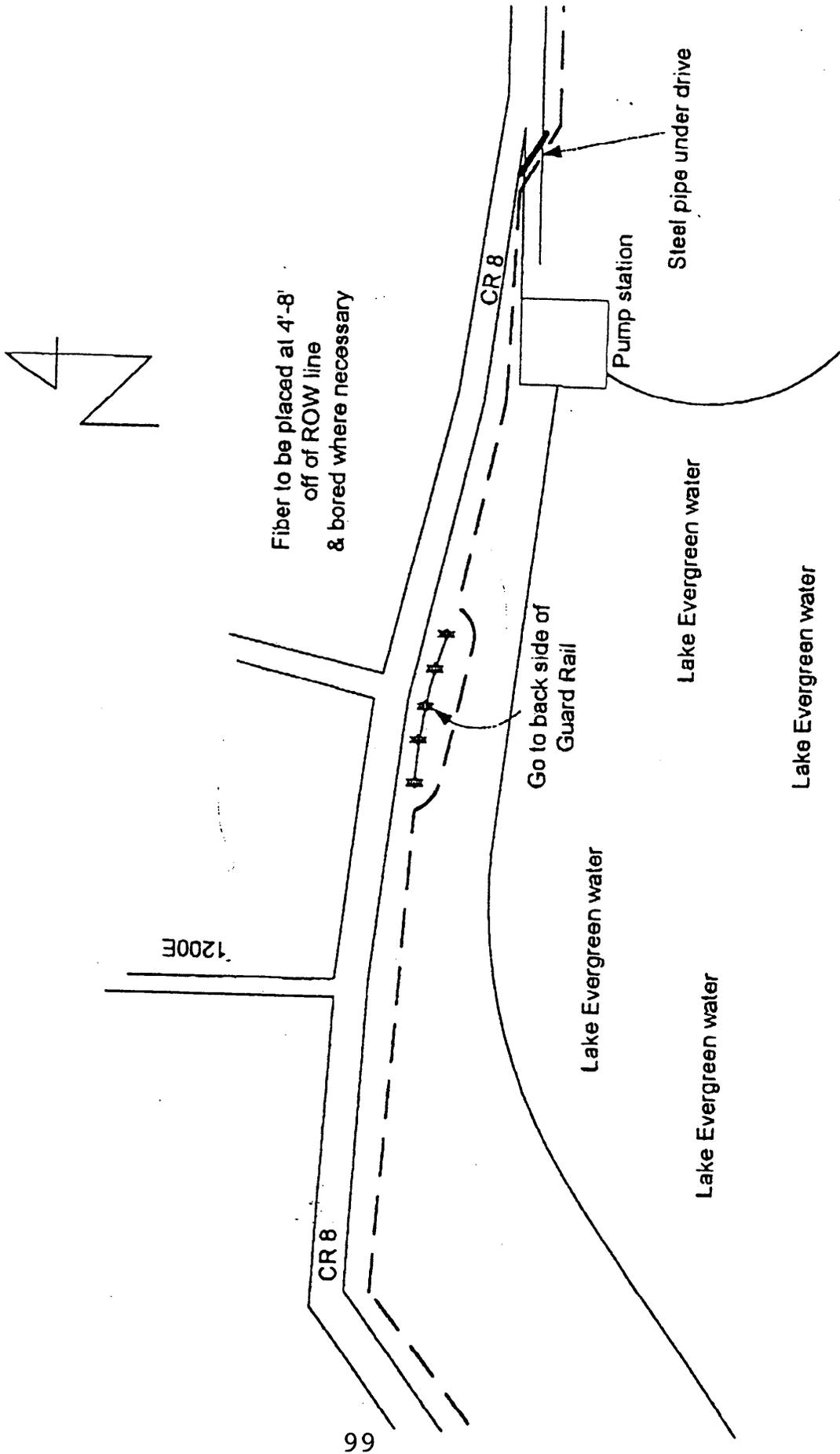




Fiber to be placed at 4'-8" off of ROW line & bored where necessary

Fiber to be placed at 4'-8" off of ROW line & bored where necessary





Fiber to be placed at 4'-8"
off of ROW line
& bored where necessary

CR 8

Pump station

Steel pipe under drive

Lake Evergreen water

Lake Evergreen water

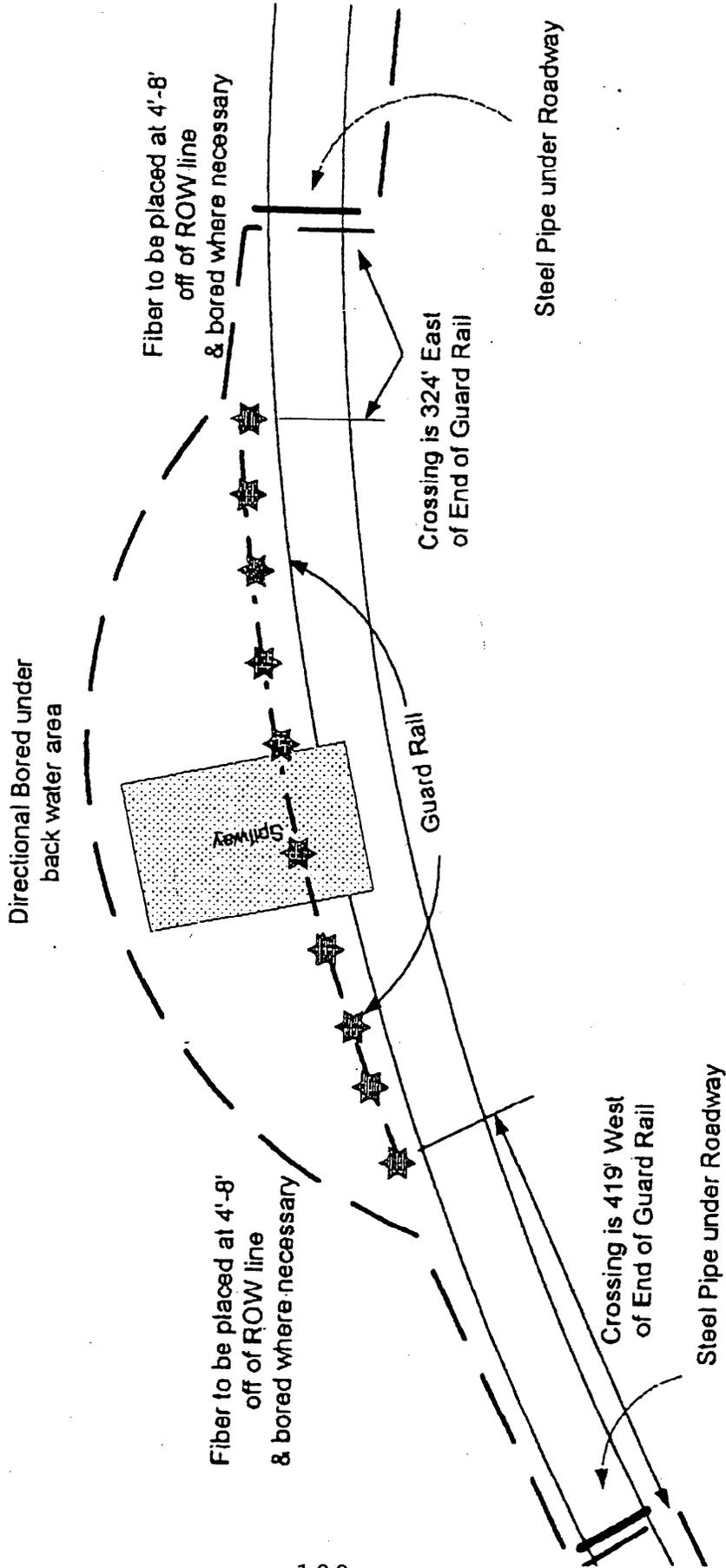
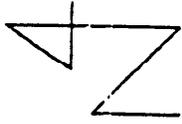
Go to back side of
Guard Rail

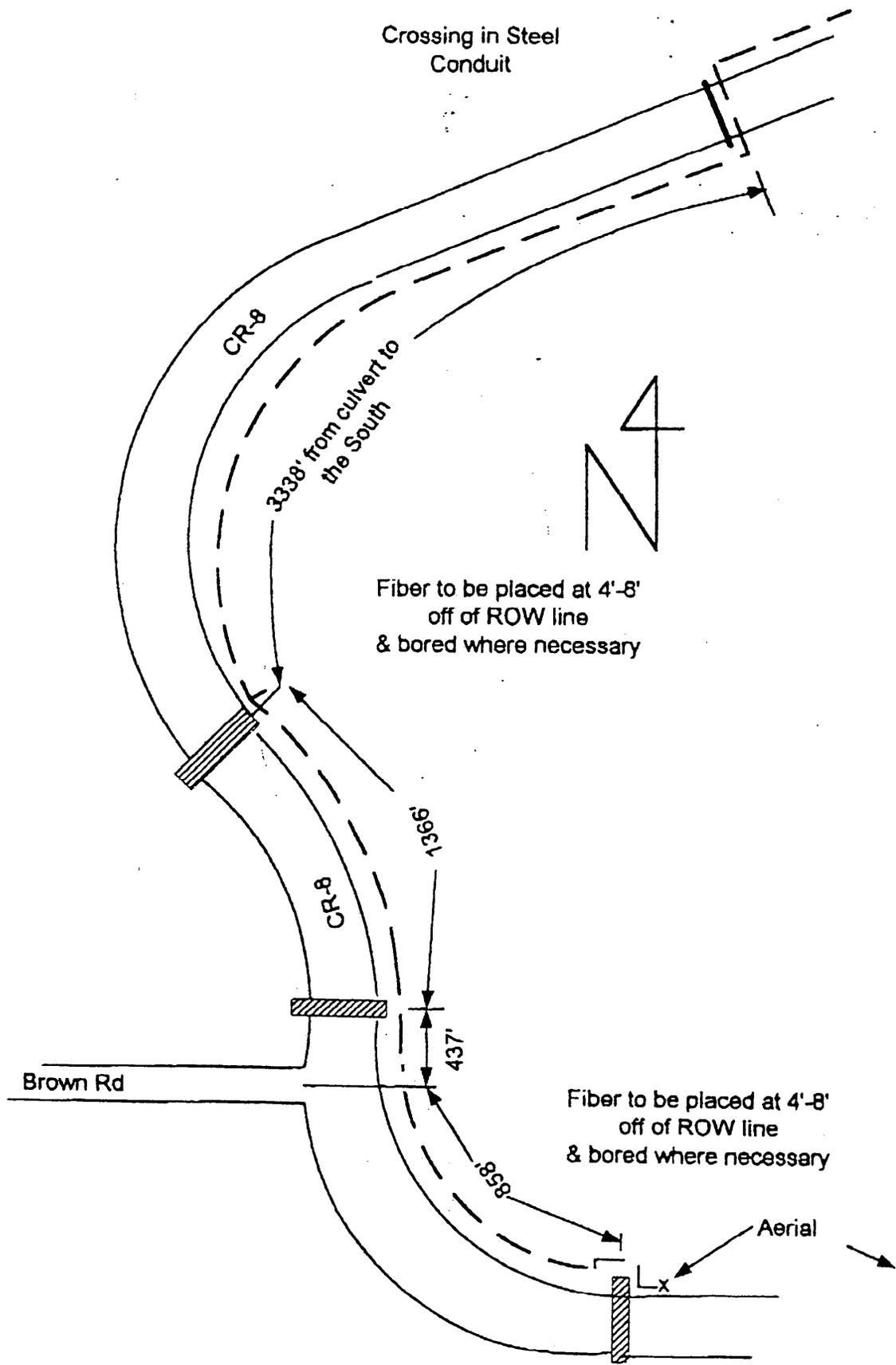
Lake Evergreen water

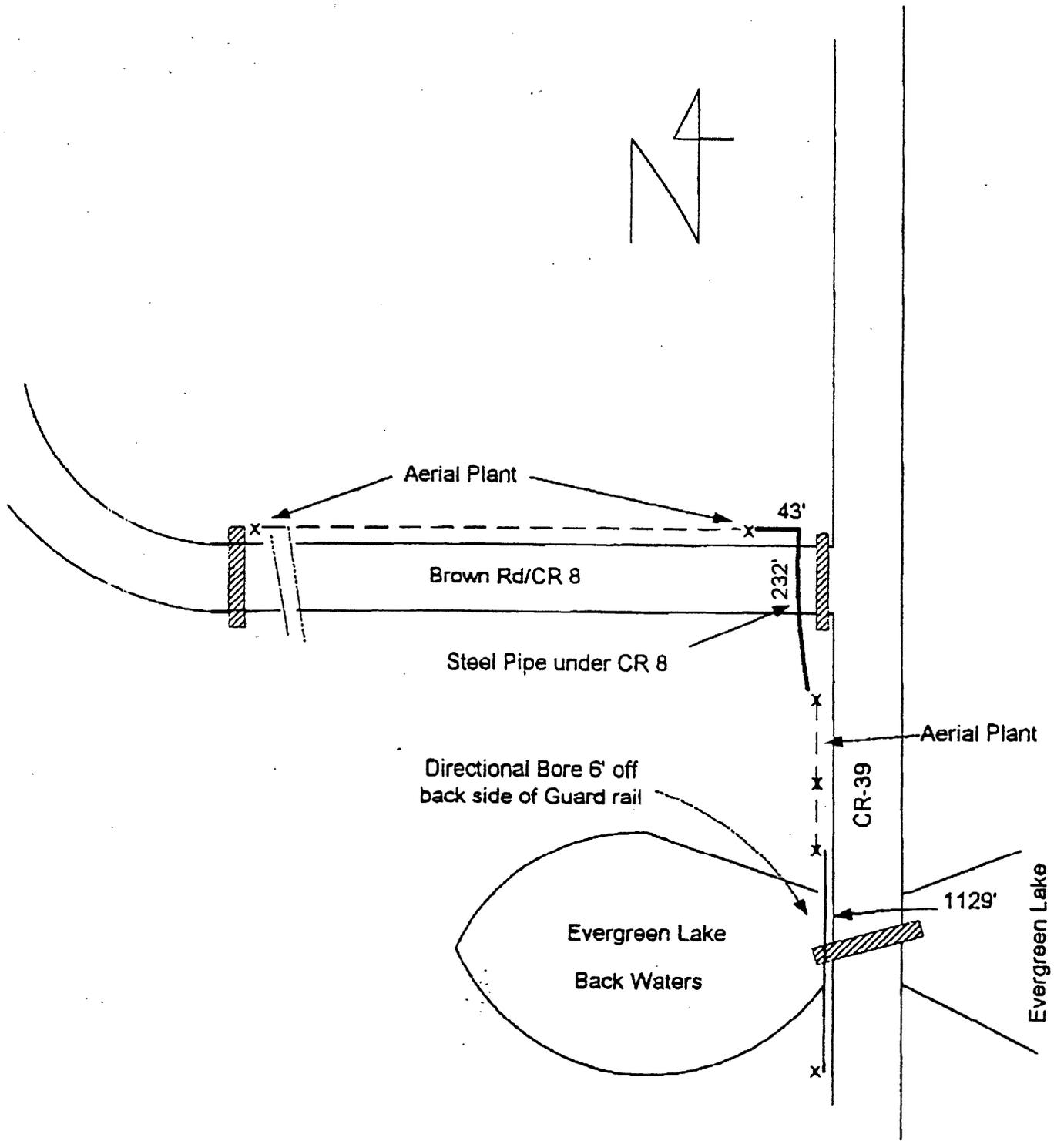
Lake Evergreen water

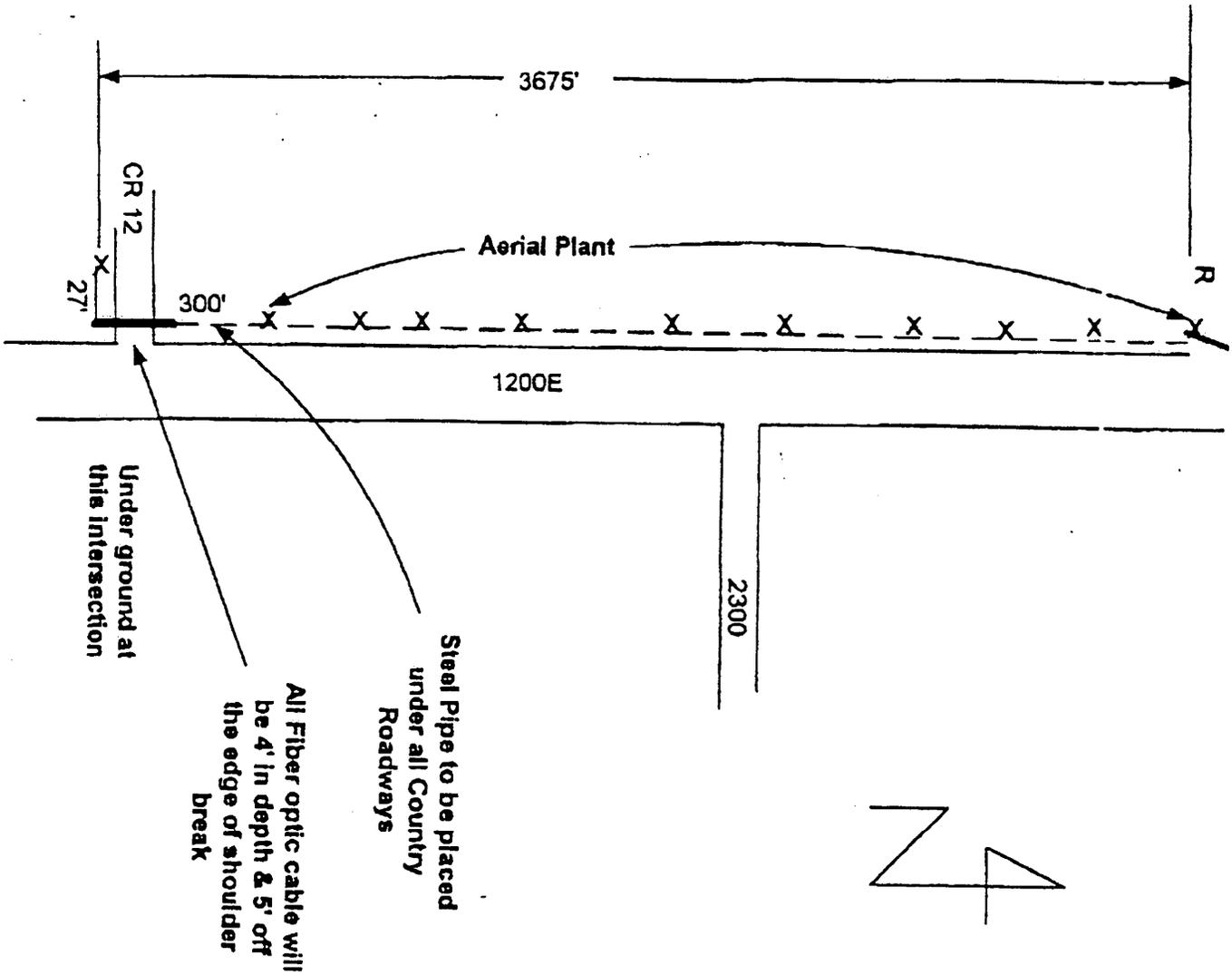
CR 8

1200E









Members Salch/Hoselton moved the County Board approve a Request for Approval of a Contract with Mediacom, LLC - Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

1997 Edition - Electronic Format

AIA Document B151 - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **Thirty-first** day of **January** in the year **Two thousand and Two**
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

The County of McLean, State of Illinois, a body corporate and politic, with offices at 104 West Front Street Bloomington, Illinois 61702-2400

and the Architect:
(Name, address and other information)

**Mills/Sweeney, Architects
108 West Monroe Street
P. O. Box 3234
Bloomington, Illinois 61702-3234**

For the following Project:
(Include detailed description of Project)

New Stand-by Power Generator System, Including Controls, Transfer Switch and Related Wiring, Including Removal of Existing System at McLean County Nursing Home, Normal, Illinois

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

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The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

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The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts:

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the

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Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

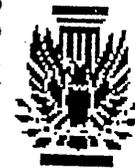
2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

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ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.



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3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

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3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

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3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.



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3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

- 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

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Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

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ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

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5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.



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5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible

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under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.



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7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the

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Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- ~~1 transportation in connection with the Project, authorized out of town travel and subsistence, and electronic communications;~~
- ~~2 fees paid for securing approval of authorities having jurisdiction over the Project;~~
- 3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

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- ~~.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- .5 renderings, models and mock-ups requested by the Owner;
- ~~.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~.7 reimbursable expenses as designated in Article 12;~~
- .8 other similar direct Project related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 *An Initial Payment of Not Applicable* Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

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11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
 (Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Six percent (6%) of Cost of Construction as defined in Article 5

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
 (Insert additional phases as appropriate.)

Schematic Design Phase:	Fifteen	percent (15 %)
Design Development Phase:	Twenty	percent (20 %)
Construction Documents Phase:	Forty	percent (40 %)
Bidding or Negotiation Phase:	Five	percent (5 %)
Construction Phase:	Twenty	percent (20 %)
Total Basic Compensation:		one hundred percent (100%)

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11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

Not Applicable. Project representation beyond that included in Basic Services is not needed.

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Need for these additional services is not expected. Should any such services be required and authorized by the Owner, compensation therefore will be negotiated and agreed to between Owner and Architect before performance.

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **one (1)** times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one (1)** times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.



11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within **twelve (12)** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

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11.5.2 Payments are due and payable **thirty (30)** days from the date of the Architect's invoice. Amounts unpaid **thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
 (Insert rate of interest agreed upon.)

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(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

FIRM agrees to provide the below insurance requirements to McLean County:

- 1) **General Liability, including Contractual Liability, with limits of not less than \$1,000,000.**
- 2) **Auto Liability Insurance, with limits of not less than \$1,000,000. (Applies to hired and non-owned autos; Firm does not own any vehicles.**
- 3) **Professional Liability Insurance, with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate.**
- 4) **Statutory Worker's Compensation Insurance, with Employer's Liability in the amount of \$500,000.**
- 5) **The County of McLean will be named as an "Additional Insured" on the General Liability policy. A Certificate of Insurance evidencing this coverage shall be provided McLean County.**
- 6) **Such insurance shall be executed by insurance companies admitted in the State of Illinois and shall be in a form acceptable to McLean County.**
- 7) **The FIRM hereby agrees to indemnify, keep and save harmless, McLean County and its respective officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees which are the result of an error, omission or negligent act of the FIRM or any of its employees or agents arising out of or resulting from the performance of service under this Agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.**

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The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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3) FIRM completely understands and agrees that any changes in the specifications which may be, from time to time, identified during the course of the project, will need to be approved IN WRITING by McLean County, having first been discussed and approved at the regular meeting of the McLean County Property Committee and the regular meeting of the McLean County Board, and may delay the project, or that particular aspect of the project, for 60 days or more.

This Agreement entered into as of the day and year first written above.

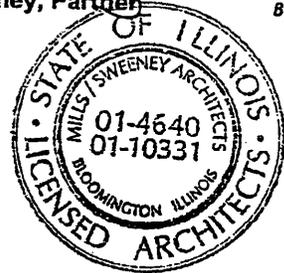
COUNTY OF McLEAN
[Signature]
OWNER (Signature)

Michael F. Sweeney
(Printed name and title)

MILLS/SWEENEY, ARCHITECTS

ARCHITECT (Signature)
[Signature]
(Printed name and title)
Arthur J. Sweeney, Partner

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The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Members Salch/Owens moved the County Board approve a Request for Approval of a Contract for Professional Services with Mills/Sweeney, Architects, for New Stand-By Power Generator System - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the other items for information are located on pages 155-180.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, stated the Land Use and Development Committee brings no items for action to the Board and the General Report can be found on pages 181-201.

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

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
Court Security Fund 0141, Sheriff's Department 0029
and the County General Fund 0001

WHEREAS, the McLean County Board, on November 19, 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 Court Security Fund 0141, Sheriff's Department 0029; and,

WHEREAS, the Court Security Fund revenues in Fiscal Year 2001 were \$277,034.88 and the Court Security Fund expenditures in Fiscal Year 2001 were \$315,538.62; and,

WHEREAS, the Justice Committee, on Monday, February 4, 2002, approved and recommended to the County Board an Emergency Appropriation from the County's General Fund 0001 unappropriated fund balance to cover the deficit in the Court Security Fund; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$38,503.44.

Unappropriated Fund Balance \$38,503.44
0001-0001-0001-0400.0000

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

Interfund Transfer
0001-0029-0029-0999.0001 \$38,503.44

3. That the County Auditor is directed to add to the appropriated budget of the Court Security Fund 0141, Sheriff's Department 0029 the following appropriation:

(2)

Transfer from Other Funds
0141-0029-0035-0450.0011

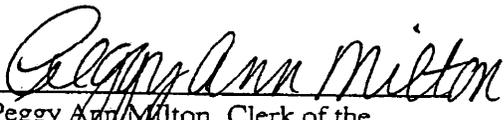
\$38,503.44

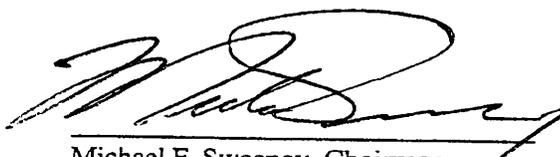
4. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Pokorney/Bass 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 Court Security Fund 0141, Sheriff's Department 0029, and the County General Fund - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Pokorney, Vice-Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030**

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center Fund 0452; and,

WHEREAS, the unanticipated need for an additional Proxy Message Switch for the new TriTech CAD system requires a hardware expense of \$25,000.00 and an expense of \$7,600.00 for a necessary TriTech maintenance contract; and,

WHEREAS, the MetCom Operations Board at its regular meeting of January 11, 2002 voted to recommend approval of a request to appropriate \$32,600.00 from MetCom's unappropriated fund balance to acquire a Proxy Message Switch/CAD Record Check and TriTech maintenance contract;

WHEREAS, the Justice Committee, at its regular meeting on February 4, 2002, recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2002 adopted budget for MetCom to add sufficient funds for the above-described purchases to the Computer Equipment Purchase line-item accounts by appropriating the same amounts from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$32,600.00 and to amend the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC Unappropriated Fund Balance 0452-0030-0090-0400.0000	\$ 0	\$ 32,600.00	\$ 32,600.00

2. That the County Auditor is directed to amend the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the Metro McLean County Centralized Communications Fund 0452, MetCom Department 0030:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 0	\$ 25,000.00	\$ 25,000.00

(2)

MCCC			
Software Maintenance	\$ 99,972.00	\$ 7,600.00	\$107,572.00
0452-0030-0090-750.0004			

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

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

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

E:/John/cobd/Ea_MetCom.0202

Members Pokorney/Kinzingler moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom 0030 - MetCom. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Pokorney, Vice-Chairman, presented the following:

CONTRACT

This Contract, entered into this 4th day of March, 2002 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, 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. Lee Ann S. Hill 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 conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (7) and maximum of eight (8) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on March 4, 2002, and terminate on December 31, 2002.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

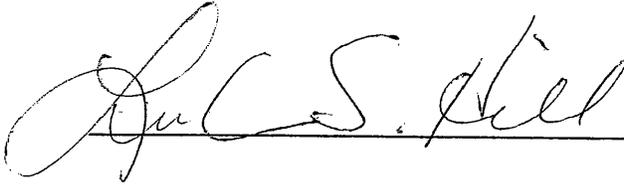
For the Attorney:

Ms. Lee Ann S. Hill
306 East Grove Street
Bloomington, Illinois 61701

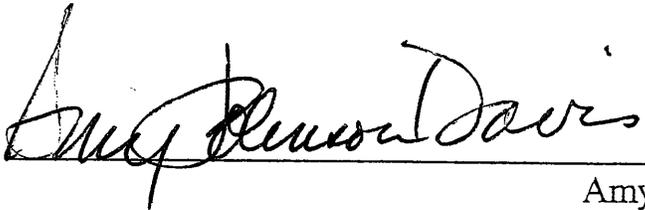
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 21st day of Feb., 2002.

APPROVED:



Lee Ann S. Hill
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 Pokorney/Renner moved the County Board approve a Request for Approval of Contract for Special Public Defender with Lee Ann Hill, Attorney at Law – Public Defender. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Pokorney stated the rest of the report is located on pages 217-229.

Member Pokorney stated that members of Administration, Member Renner, and he met with LZT Corp. in a quest for better projections for the jail. He said what they brought looks to be much more reasonable and the Justice Committee will be discussing the jail in the near future. Chairman Sweeney stated LZT did meet with some of our Members, the staff, and the Sheriff's Department and that information will be going to the Justice Committee. He further stated Judge Freeze's Committee is still in operation and they were supposed to have information to the Board by December 31, 2001, but it looks like it could be 2002. Chairman Sweeney stated he has asked to have the administrative staff and the Sheriff's Department look into doing a study in regards to other counties' average daily jail population so the Justice Committee will have that information. Member Renner thanked Member Pokorney for his presence on this Board. Member Hoselton asked if the study could include a classification of the prisoners, i.e. misdemeanors, felonies, etc. Chairman Sweeney stated that would be a part of the study and the Justice Committee could determine once they receive the report whether they will need further information. He continued this is not a process that will happen over night. Member Owens requested notification for all Board Members when the report will be presented to the Justice Committee. Member Sweeney stated the Justice Committee will meet on March 4th and the LZT report will be presented at that time. Member Sorensen thanked the Justice Committee, the Judges, and everyone who has been involved in this project. He said he thinks that slow diligence is certainly prudent. Member Sweeney reiterated this will be a slow process. It will go through the Justice Committee. All Board Members are invited to attend the meetings so they can get a better understanding of what has to be dealt with in regards to the jail. Member Renner stated the prediction on the regression varies between 440 and 270.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated there were no items for action and the General Report is on pages 230-238.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the Criminal Justice Advisory Committee will meet today at noon. He said there are two reports being presented to that Committee. One is a study that was conducted by Court Services with the assistance of the Illinois State University Criminal Justice Department which is specifically looking at pre-trial release, both from a retroactive perspective and prospectively. He continued, the study has been in process now for the last three months and today will be the first opportunity for the Committee Members to talk about that information. There is a second diversion program being looked at and that is the diversion program that involves arbitration and mediation of non-violent offenders and there will be an oral report presented at the meeting this afternoon. He stated if anyone is interested they are welcome to attend.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano stated he saw in the paper that one of the local developers said he has talked to County Officials in regards to a racetrack in McLean County and WJBC is reporting in their news broadcast that it could possibly be completed by the end of racing season. Member Segobiano asked Chairman Sweeney if he had any information regarding this issue. Chairman Sweeney stated they have not spoken to him. Mr. Zeunik stated it is his understanding there has been a preliminary meeting with staff in the Department of Building and Zoning. It was just an informational meeting, nothing has been filed officially with the Department of Building and Zoning. He continued, there is no application pending before the Zoning Board of Appeals. Chairman Sweeney added, they asked him if he would support it and he said even though he would probably never go to the racetrack it would be good for the County.

Chairman Sweeney stated he is asking the State's Attorney's Office again this year to look into the minutes of the Executive Sessions and they should be presenting something in March.

Member Owens stated that he has enjoyed his time on the Board and appreciates the information he has been given. He said he will apply this knowledge on a trip he is taking with a delegation of 15 to 20 ISU students to Model Illinois Government which will be at the Capitol. He said it is an actual simulation of State Government and how the State House and Senate run, and that he has been appointed as the Transportation Chairman for the Senate Committee. He thanked all the Members and especially the Chairmen for their leadership.

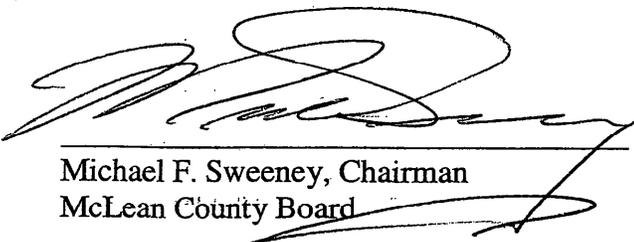
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 19, 2002

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$100,129.94	\$100,129.94
Finance	\$2,516.15	\$289,488.91	\$292,005.06
Human Services	\$58,726.00	\$196,983.37	\$255,709.37
Justice		\$104,242.93	\$104,242.93
Land Use		\$574.79	\$574.79
Property		\$54,194.17	\$54,194.17
Transportation		\$325,857.80	\$325,857.80
Health Board		\$33,207.45	\$33,207.45
Disability Board			
T. B. Board		\$5,478.44	\$5,478.44
Total	\$61,242.15	\$1,110,157.80	\$1,171,399.95

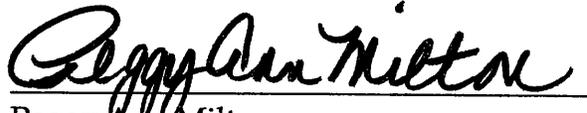

Michael F. Sweeney, Chairman
McLean County Board

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

Members Owens/Renner moved for adjournment until Tuesday, March 19, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:45 a.m.

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

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

IN WITNESS WHEREOF, I have set my hand and official seal this 6th day of March, 2002.


Peggy Ann Milton
McLean County Clerk