

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

January 15, 2002



Table of Contents

	Page(s)
Meeting Minutes Begin (January 15, 2002)	1
Consent Agenda	2-21
County Highway	4-5
Transfer Ordinance.....	6
Reappointments	7
Appointments	8
Resolution of Congratulations and Commendation	9-21
Executive Committee	22-34
Intergovernmental Agreement - Village of Downs/McLean County for IJIS - IS	22-25
Agreement - Long Range Regional Water Resource Plan.....	26-32
Resolution - Adopting 2002 Legislative Program for McLean County	33-34
Land Use and Development Committee	34
Property Committee	35-40
Ordinance - Emergency Appropriation to Pay 2000 Property Taxes for 115 E. Washington ...	35-36
Attachment No. 11 to Amendment to Lease and Operation & Maintenance Agreement for L&J	37
Contract - Operation and Maintenance of the City/County Office Building	38-40
Finance Committee	41-58
Ordinance - Amending Fees to be Charged by the McLean County Clerk.....	41-56
Resolution - Establishing Mileage Reimbursement Rate for Use of Private Vehicles.....	57-58
Justice Committee	59-61
Intergovernmental Agreement -IL State Police/McLean County for Booking Services	59-61
Transportation Committee	61
Report of the County Administrator	61
Other Business and Communication	61
Approval of Bills	62
Adjournment	63

January 15, 2002

The McLean County Board met on Tuesday, January 15, 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 Berglund and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

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

The following Member was absent:

Joseph Sommer.

Proceedings of December Meeting:

The Proceedings of the December 18, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Selzer/Berglund moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney 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:

- 1) Request for Approval of Bids for a January 3, 2002 Letting and Six (6) Road Districts 2002 MFT Maintenance Sections

B. Building & Zoning - Phil Dick, Director

1) Zoning Case: NONE

2) Subdivision Case: NONE

C. Transfer Ordinances

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

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

a) REAPPOINTMENTS:

Southeastern McLean County Water Authority
Mr. Darwin Buita
Rural Route 1
Bellflower, IL 61724
Reappointed for a Three Year Term to
Expire on February 19, 2005

b) APPOINTMENTS:

South Empire Drainage District
Mr. Steven Crumbaugh
Rural Route 1
LeRoy, IL 61752
Appointed to Fulfill the Remainder of a
Three Year Term to Expire on the
First Tuesday in September, 2003

United Way Emergency Food and Shelter
Local Advisory Board
Ms. Susie Johnson
McLean County Board Member
District 4

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

- 1) **Request for Approval of Resolutions of Congratulations**
 - a) **Bloomington High School
Varsity Football Team** 8-10
 - b) **Central Catholic High School
Varsity Football Team** 11-12
 - c) **LeRoy Junior-Senior High School
Varsity Football Team** 13-15
 - d) **Lexington High School
Varsity Football Team** 16-17
 - e) **Normal Community High School
Varsity Football Team** 18-20

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 January 8, 2002, for a letting held on January 3, 2002 for McLean County and six (6) Road Districts 2002 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on January 8, 2002

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

2002 MFT SECTIONS:

McLean County..... Sec. 02-00000-00-GM..... GR. 3

The successful bidders for the above section were:

Rowe Construction (Heyworth)	\$6,500.00
Valley View, Ind. (McDowell).....	\$7,600.00
Prairie Materials (Eppards Point)	\$8,050.00
Stark Materials (Becker)	\$7,240.00
Stark Materials (Gresell).....	\$7,240.00
Stark Materials (Heyworth)	\$6,740.00
Carri Scharf Trucking (Heyworth)	\$6,500.00

McLean County..... Sec. 02-00000-00-GM..... GR. 4

The successful bidders for the above section were:

Rowe Construction (Downs)	\$41,100.00
Prairie Materials (Eppards Point)	\$36,000.00
Stark Materials (Heyworth)	\$40,440.00
Stark Materials (Becker)	\$42,540.00
Stark Materials (Gresell).....	\$41,400.00
Carri Scharf Trucking (Heyworth)	\$39,000.00
Valley View Industries (Fairbury).....	\$36,000.00

McLean County..... Sec. 02-00000-00-GM..... GR. 5

The successful bidder for the above section was:

Prairie Materials (Eppards Pt).....	\$3,675.00
-------------------------------------	------------

McLean County..... Sec. 02-00000-00-GM..... GR. 6

The successful bidder for the above section was:

Prairie Materials(Eppards Pt).....	\$7,625.00
------------------------------------	------------

Anchor R.D. Sec. 02-02000-00-GM..... GR14

The successful bidder for the above section was:

Carri Scharf Trucking	\$21,750.00
-----------------------------	-------------

Blue Mound R.D..... Sec. 02-07000-00-GM..... GR 14

The successful bidder for the above section was:

Carri Scharf Trucking	\$21,225.00
-----------------------------	-------------

Danvers R.D. Sec. 02-12000-00-GM..... GR 4

The successful bidders for the above section were:

- Rowe Construction (Timberline)..... \$8,280.00
- Prairie Materials (Eppards Pt.) \$7,200.00
- Stark Materials (Becker) \$8,508.00
- Carri Scharf Trucking (Heyworth) \$7,800.00

Dawson R.D. Sec. 02-13000-00-GM..... GR 13

The successful bidder for the above section was:

- Limestone Transit \$9,990.00

Dawson R.D. Sec. 02-13000-00-GM..... GR 14

The successful bidder for the above section was:

- Donald Hansen Trucking \$16,538.50

Gridley R.D. Sec. 02-18000-00-GM..... GR14

The successful bidder for the above section was:

- Towanda Company \$16,065.00

Gridley R.D. Sec. 02-18000-00-GM..... GR15

The successful bidder for the above section was:

- Towanda Company \$8,503.00

Lawndale R.D. Sec. 02-20000-00-GM..... GR 3A

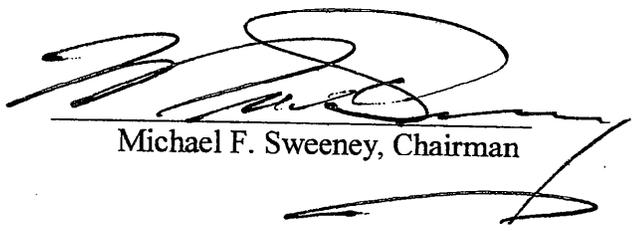
The successful bidder for the above section was:

- Prairie Materials \$5,300.00

Lawndale R.D. Sec. 02-20000-00-GM..... GR3B

The successful bidders for the above section were:

- Prairie Materials \$8,050.00
- Valley View Industries \$7,600.00



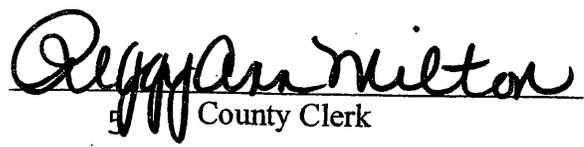
Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
]
 COUNTY OF MCLEAN] SS

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 15, 2002

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 22 day of January, A.D., 2002.

[SEAL]



County Clerk

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

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

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

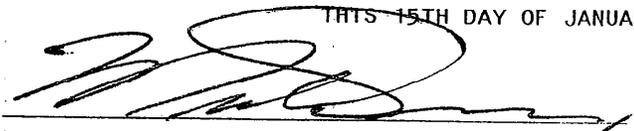
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

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

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0029 ADMINISTRATIVE SERVICES				
0743 0001	RADIO/COMMUN.EQUIP.MAINT.	14,174.00		0621 0001 OPERATIONAL SUPPLIES	12,374.00-
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0031 JAIL OPERATIONS			0839 0001 PURCHASE/RADIO EQUIPMENT	1,800.00-
					<hr style="border-top: 1px dashed black;"/>
					14,174.00
					=====
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0760 0001	CONTINGENT	1,350.00			
					<hr style="border-top: 1px dashed black;"/>
					1,350.00
					=====
Finance Committee					
	FUND 0001 DEPARTMENT 0006 COUNTY RECORDER PGM 0008 LEGAL RECORDS DOCUMENT'N.				
					<hr style="border-top: 1px dashed black;"/>
					0516 0001 OCCASIONAL/SEASONAL EMP. 1,350.00-
					<hr style="border-top: 1px dashed black;"/>
					1,350.00-
					=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF JANUARY , 2002



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF DARWIN BUILTA
AS A TRUSTEE OF THE
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term of Darwin Bulta as a member of the Southeastern McLean County Water Authority, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Darwin Bulta as a trustee of the Southeastern McLean County Water Authority for a term of a three years to expire on February 19, 2005, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Darwin Bulta and Hunt Henderson, attorney for the Southeastern McLean County Water Authority.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of January, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

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

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

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

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Steven Crumbaugh as a Commissioner of the South Empire Drainage District for the remainder of a term of three years to expire on the first Tuesday in September, 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 Steven Crumbaugh, Commissioner.

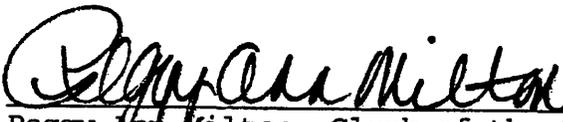
Adopted by the County Board of McLean County, Illinois, this 15th day of January, 2002.

APPROVED:



Michael F. Sweeny, Chairman
McLean County Board

ATTEST:



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

Members Gordon/Renner moved the County Board approve the Consent Agenda as presented.

Member Nuckolls presented the following:

RESOLUTION OF CONGRATULATIONS

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

WHEREAS, the Bloomington High School varsity boys' football team finished the 2002 season with an overall season record of 12 wins and 1 loss; and,

WHEREAS, the Bloomington High School varsity boys' football team were Big 12 Conference Champions, and played in the Semi-Finals in Class 6A of the IHSA State Playoffs; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Rigo Schmelzer, Assistant Coaches Rich Krueger; Don Anderson; Paul Weltha; Mark Becika; Rich Baldwin; Alan Kuchefski; Drew Moore; Mark Gardener; and, Rob Vogel, and Team Members Preston Glover; Dan Colton; Cedric Williams; Andre Brown; Joey Fish; Eric Esch; Todd Wilson; Jeff Dabrowski; Nick Doage; Chad Olson; Damon Mehler; James Wade; Ardell Adams; Justin Harrison; Ryan Pankey; Brad Carmean; Jacob Kummer; David Witt; Brett Sides; Tyler Noonan; Greg Callahan; Andrew Kerner; Adam Reener; Chris McWhorter; Steven Grant; and, Rod Arrington; now, therefore,

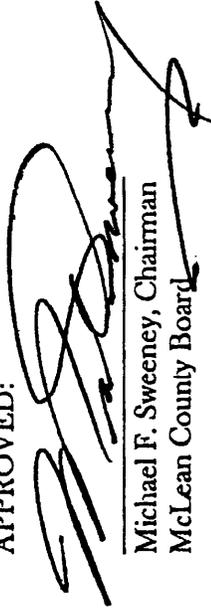
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington High School varsity boys' football team are to be congratulated on winning the Big 12 Conference Championship, playing in the Semi-Finals in the Illinois High School Association's Class 6-A Division State Football Playoffs and on an outstanding season.

APPROVED by the McLean County Board this 15th day of January, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

BLOOMINGTON HIGH SCHOOL

2001 VARSITY FOOTBALL ROSTER

<u>#</u>	<u>NAME</u>	<u>YEAR</u>
1	Jeremy Peden	Soph.
2	Chad Hudson	Jr.
3	Preston Glover	Sr.
4	Nate Welsh	Sr.
5	Tommy Foster	Jr.
6	Dan Cotton	Jr.
7	Cedric Williams	Sr.
8	Andre Brown	Jr.
9	Jon Gildner	Sr.
10	Joey Fish	Sr.
11	Eric Esch	Jr.
12	Michael Harrison	Jr.
13	Todd Wilson	Sr.
14	Jeff Dabrowski	Sr.
17	Jeff Stauter	Sr.
18	Billy Frank	Jr.
20	Nick Doage	Sr.
21	Phillip Harris	Sr.
22	Chad Olson	Jr.
23	Damon Mehlberg	Jr.
24	Josh McWhorter	Jr.
30	James Wade	Soph.
31	Scott VanderWaal	Jr.
32	Jason Compton	Jr.
33	Ardell Adams	Sr.
34	Justin Harrison	Soph.
41	Matt Allman	Jr.
42	Ryan Pankey	Jr.
43	Ryan Esch	Soph.
44	Noah Wyatt	Jr.
47	Coty Thompson	Soph.
48	Brad Carmean	Sr.

50	Maicol Alvarado	Sr.
54	Steve Eazarsky	Jr.
55	Jacob Kummer	Jr.
58	David Witt	Jr.
65	Brett Sides	Jr.
66	Tyler Noonan	Jr.
67	Dan Higby	Jr.
68	Greg Callahan	Sr.
69	Nick Savage	Jr.
70	Dewey Drollinger	Jr.
71	Brandon Mecham	Sr.
72	Luke Winters	Jr.
73	Andrew Kernes	Jr.
74	Adam Reener	Sr.
76	Chris McWhorter	Jr.
78	Steven Grant	Jr.
79	John Fleming	Jr.
80	Dustin Gordon	Jr.
81	Brandon Hughes	Soph.
82	Andrew Niebur	Jr.
84	Rod Arrington	Sr.
86	Dan Pettie	Soph.
88	Rodney Hursey	Jr.
89	T.J. Clark	Jr.

Member Nuckolls presented a Resolution of Congratulations to the student athletes and coaching staff of the Bloomington High School Varsity Boys' Football Team.

Member Segobiano presented the following:

RESOLUTION OF CONGRATULATIONS

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

WHEREAS, the Central Catholic High School varsity boys' football team finished the 2002 season with an overall season record of 9 wins and 3 losses; and,

WHEREAS, the Central Catholic High School varsity boys' football team made it to the State Class 3A quarterfinals, and had ten team members named to the Corn Belt All Conference Team; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Bobby Moews; Assistant Coaches Mike Moews; Jim Malinowski; Mark Parker; Isy Hoomanawanui; Bob Crawford; Geoff Scheets; Jake Hoeniges; and, Deakon Provost; and Team Members Ryan Sheets; Jordan Kohn; Deano Davis; Andy Newbold; Dusty Provost; Pat Fruin; Brian Segobiano; Richie Long; Kyle Rave; Brian Beall; Bryan Ballard; Tyler Newberry; Chris Schultz; Tim Longfellow; and, Eric Johnson; now, therefore,

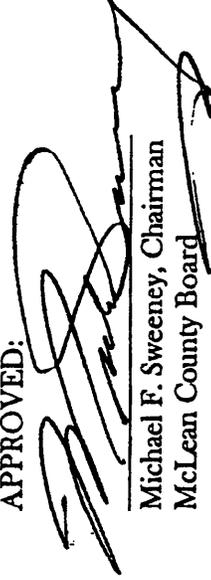
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity boys' football team are to be congratulated on making the ISHA Class 3A quarterfinals, having ten members of the team named to the Corn Belt All Conference Team, and on an outstanding season.

APPROVED by the McLean County Board this 15th day of January, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

CENTRAL CATHOLIC HIGH SCHOOL

2001 VARSITY FOOTBALL ROSTER

<u>#</u>	<u>NAME</u>	<u>YEAR</u>
2	Ryan Scheets	Jr.
5	Sean Wieland	Soph.
7	Jordan Kohn	Sr.
8	Deano Davis	Jr.
12	Andy Newbold	Sr.
13	David Knippenberg	Soph.
15	Steve Newbold	Jr.
20	Dusty Provost	Sr.
22	Pat Fruin	Sr.
23	Brian Segobiano	Sr.
24	Nick Wright	Jr.
27	Justin Wait	Jr.
32	Richie Long	Sr.
34	Gavin Doering	Soph.
36	Jon Pate	Soph.
42	Eric Bill	Soph.
43	Tony Philpott	Soph.
44	Billy Smith	Jr.
45	Kyle Rave	Sr.
50	Brian Beall	Sr.
54	Andrew Getty	Soph.
55	Bryan Ballard	Sr.
56	Tyler Newberry	Sr.
58	Matt Lamb	Soph.
60	Chris Schultz	Sr.
65	Evan Lingenfelter	Jr.
72	Mike Huebsch	Jr.
73	Tim Longfellow	Sr.
75	Eric Johnson	Sr.
84	William Brady	Soph.

Member Segobiano presented a Resolution of Congratulations to the student athletes and coaching staff of the Central Catholic High School Varsity Boys' Football Team.

Member Sorensen presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the LeRoy High School varsity boys' football team during the 2001 football season; and,

WHEREAS, the LeRoy High School varsity boys' football team finished the 2001 season with an overall record of 13-1, a regular season record of 9-0, and a conference record of 5-0; and,

WHEREAS, the LeRoy High School varsity boys' football team was the 2001 Runner Up in the Illinois High School Association's Class 3-A Division for State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Gary Tipsord, Assistant Coaches Duane Thoennes; B.J. Zeleznik; Scott Riddle; Mark DeLaere; Chad Monahan; Ryan Rafferty; Brad Gulley; Reed Hartman; and Derek Mead, and Team Members Drew Elmore; John McLaughlin; Joe Miller; Eric Jenson; Jordan Whitted; Jerrod Tate; Nick Marshall; Mike Herald; Evan Hughes; Evan Coombs; Kyle Rafferty; Nathan Lindstrom; Matt Wheeler; Tyler Pilchard; Tanner Springer; Chad Barding; Justin Hubbard; and, Mike Herald; now, therefore,

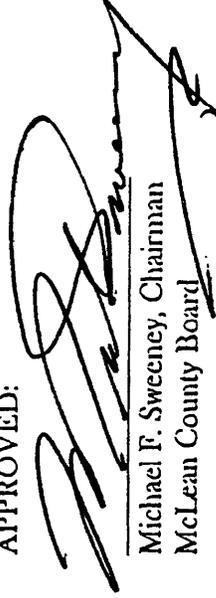
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the LeRoy High School varsity boys' football team are to be congratulated on winning the Runner Up spot in the Illinois High School Association's Class 3-A Division Football Championship and on an outstanding season.

APPROVED by the McLean County Board this 15th day of January, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

LEROY HIGH SCHOOL

2001 VARSITY FOOTBALL ROSTER

<u>#</u>	<u>NAME</u>	<u>YEAR</u>
	Matt King	Soph.
	Joe Neckash	Jr.
1	Pat Lyons	Sr.
4	Brëtt Haas	Sr.
7	Dan Caldwell	Jr.
9	John McLaughlin	Sr.
10	Tom Marcum	Soph.
11	Kyle Rafferty	Jr.
12	Tim Jackson	Soph.
13	Mike Wyatt	Jr.
17	Mike Herald	Sr.
20	Evan Coombs	Sr.
21	Tim Sigler	Jr.
22	Mike Martin	Jr.
23	Chad Barding	Jr.
25	Drew Elmore	Jr.
28	Justin Hubbart	Soph.
32	Evan Hughes	Sr.
37	Kyle Koerner	Fr.
43	Tyler Pilchard	Sr.
44	Logan Poppe	Soph.
45	Bryon Sheppelman	Sr.
47	Tanner Springer	Sr.
50	Luke Karczewski	Jr.
51	Dan Crumbaugh	Soph.
52	Eric Jensson	Sr.
53	Nathan Lindstrom	Sr.
55	Chris Hafley	Soph.
56	John Crumbaugh	Sr.
57	Cody Trenkle	Soph.
58	Eric Meister	Jr.
59	Kyle Statton	Sr.

60	Nick Marshall	Sr.
61	Tom Bratcher	Jr.
64	Joe Miller	Sr.
66	Caleb Dean	Sr.
68	Jordan Whitted	Sr.
70	Graham Neckash	Soph.
71	David Goveia	Jr.
72	Jerrold Tate	Sr.
73	Aaron Miller	Jr.
74	Matt Wheeler	Sr.
77	Brennon Deike	Jr.
78	Eric Rasmussen	Sr.
80	Tyler Elmore	Soph.
84	Tom Kelly	Soph.
90	Jacob Flegel	Soph.
92	Matt Bryant	Soph.
93	Levi Satterfeal	Jr.

Member Sorensen presented a Resolution of Congratulations to the student athletes and coaching staff of the LeRoy High School Varsity Boys' Football Team.

Member Hoselton presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington High School varsity boys' football team during the 2001 football season; and,

WHEREAS, the Lexington High School varsity boys' football team finished the 2001 season with an overall record of 13 wins and 1 loss; and,

WHEREAS, the Lexington High School varsity boys' football team placed 2nd in the Illinois State Class 1A Division, and were also the Midstate South Conference Champions; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Don Tanne, Assistant Coaches Jake Krause; Doug Davis; and, Reed Christensen; and Team Members Eric Bird; Chris Coffey; Elliot Sedgwick; Nick Stephey; Mitch Tanne; Eric Adams; Tyler Ayers; Adam Bird; Lance Brightwell; Chris Burge; Aaron Elzy; Ryan Engelman; Shane Hawkins; Jake Johnson; Andy Killian; Eric Leigh; Tony Martin; Brandon Mallock; Cam McNamara; Evan McNamara; Jordan McNamara; Kevin Moss; Mike Oxier; Tye Payne; Jon Powell; Tom Schneider; and Robert Williams; now, therefore,

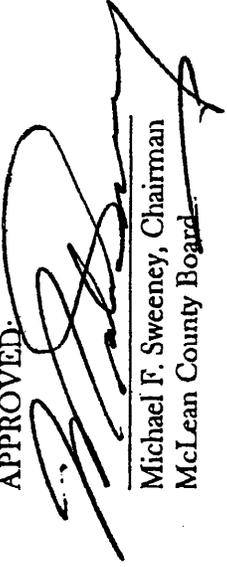
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Lexington High School varsity boys' football team are to be congratulated on winning 2nd place in the State Class 1-A Division Football Championship, winning the Midstate South Conference Championship, and on an outstanding season.

APPROVED by the McLean County Board this 15th day of January, 2002.

ATTEST:


Peggy A. Milton, Clerk of the McLean County Board
McLean County, Illinois

APPROVED.


Michael F. Sweeney, Chairman
McLean County Board

LEXINGTON HIGH SCHOOL

2001 VARSITY FOOTBALL ROSTER

Team Captains

Eric Bird
Chris Coffey
Elliot Sedgwick
Nick Stephey
Mitch Tanney

Members

Eric Adams
Tyler Ayers
Adam Bird
Lance Brightwell
Chris Burge
Aaron Elzy
Ryan Engelman
Shane Hawkins
Jake Johnson
Andy Killian
Eric Leigh
Tony Martin
Brandon Matlock

Cam McNamara
Evan McNamara
Jordan McNamara
Kevin Moss
Mike Oxier
Tye Payne
Jon Powell
Tom Schneider
Robert Williams

Member Hoselton presented a Resolution of Congratulations to the student athletes and coaching staff of the Lexington High School Varsity Boys' Football Team.

Member Bass presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Normal Community High School varsity boys' football team during the 2001 football season; and,

WHEREAS, the Normal Community High School varsity boys' football team finished the 2002 season with an overall season record of 9 wins and 3 losses; and,

WHEREAS, the Normal Community High School varsity boys' football team made it to the State Class 6A quarterfinals; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Hud Venerable; Normal Community High School football coaching staff; and Team Members Jordan Musselman; Jon Harris; Daniel Murrin; Garrett Thompson; Eric Scott; Dorian Lynch; Marcus Mann; Nick Kossman; Eric Bourke; Calvin Jones; Todd Harris; J.D. Dudgeon; Cody Roberts; Rashod Taylor; Joe Reuter; David Sweeney; Matthew Heid; Kyle Furry; Adam Hospelhorn; Jason Hospelhorn; and Eric Ferguson; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Normal Community High School varsity boys' football team are to be congratulated on making the ISHA Class 6A quarterfinals, and on an outstanding season.

APPROVED by the McLean County Board this 15th day of January, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

NORMAL COMMUNITY HIGH SCHOOL

2001 VARSITY FOOTBALL ROSTER

<u>#</u>	<u>NAME</u>	<u>YEAR</u>
1	Ryne Sparrow	Jr.
3	James Braksick	Jr.
4	Jordan Musselman	Jr.
5	Jesse Walden	Jr.
6	Jacob Stone	Jr.
7	Jon Harris	Sr.
8	Joe Kingdon	Soph.
9	Daniel Murrin	Sr.
10	Andrew Oman	Soph.
13	Garrett Thompson	Jr.
15	Kyle Matthews	Jr.
21	Eric Scott	Soph.
22	Dorian Lynch	Sr.
23	Marcus Mann	Sr.
24	Nick Kossman	Sr.
28	Ramone Robinson	Jr.
30	Antoine Kennedy	Soph.
32	Eric Bourke	Sr.
33	Armin Howard	Sr.
34	Mike Eckhardt	Jr.
40	Calvin Jones	Sr.
41	Todd Harris	Jr.
42	Kyle Mueller	Jr.
44	J.D. Dudgeon	Sr.
45	Cody Roberts	Jr.
52	Marc Alwes	Jr.
53	Rashod Taylor	Jr.
54	Andy Beer	Soph.
55	Joe Reuter	Sr.
58	Dotun Adeniyi	Jr.
60	David Sweeney	Sr.
64	Matthew Heid	Jr.

68	Michael Scornavacco	Jr.
70	Jermaine Pige	Sr.
71	Jonathan Frantz	Soph.
72	Gary Gundy	Jr.
73	Michael Ohrwall	Sr.
74	Adam Hospelhorn	Sr.
75	Jason Hospelhorn	Sr.
76	Eric Ferguson	Sr.
77	Brandon Burmaster	Jr.
78	Brock Weigelmann	Soph.
82	Nick Miller	Sr.
88	Jim Boyer	Jr.
89	Erik Phillips	Soph.

Member Bass presented a Resolution of Congratulations to the student athletes and coaching staff of the Normal Community High School Varsity Boys' Football Team.

Chairman Sweeney noted that for the five programs the overall record was fifty-six wins and nine losses.

EXECUTIVE COMMITTEE:
Member Sorensen, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DOWNS AND MCLEAN COUNTY
TO IMPLEMENT AND SUPPORT AN INTEGRATED
JUSTICE INFORMATION SYSTEM.**

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

The County Shall:

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

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

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

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

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

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

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

The Village shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the Village. This includes the updated required versions of the IJIS application software, the operating system software application and database.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.

Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56 kbs to provide communications to/from the County. Where communication is initiated by the Village at a slower speed, the County reserves the right, at the sole discretion of its database operator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communication links will be addressed outside the agreement.

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

The Village and the County shall;

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

The Village and the County agree that;

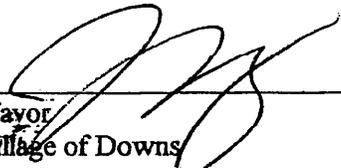
1. The Intergovernmental Agreement shall be binding upon both parties until and

unless amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Village may unilaterally terminate this Agreement with 6 months notice:

2. In the event either the County or the Village terminates the Agreement, the County agrees to provide an electronic transfer of all Village data on the IJIS system, without any charge to the Village. In the event this agreement is terminated by the Village, Village agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.
3. This Intergovernmental Agreement is subject to approval of the Village of Downs and McLean County before it becomes effective.
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or termination as provided above.

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

For the Village of Downs:



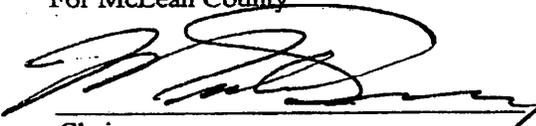
Mayor
Village of Downs

ATTEST:



Village Clerk
Village of Downs, Illinois

For McLean County:



Chairman
McLean County Board

ATTEST:



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

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Village of Downs and McLean County to Implement and Support an Integrated Justice Information System - Information Systems Department. Member Owens asked, in regards to page 21, what the cost would be to upgrade and how often the system would have to be upgraded. Member Sorensen stated this is standard language in all Intergovernmental Agreements. Mr. Zeunik stated all upgrades as well as any vendor enhancements are provided to the County as part of the agreement. The license is \$1.00 per year and there is no maintenance cost for eight years after the system is completed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, presented the following:

01/03/2008 THU 12:06 FAX 309 434 2802

CITY OF BLOOMINGTON

002

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT is effective this 14th day of November in the year 2001, between Farnsworth Group, Inc., hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Bloomington, Illinois hereinafter referred to as the CLIENT.

The Scope of Services to be provided under this agreement is as follows.

In May 1992 a report titled "Regional Water Supply Study Recommendations" outlined an Infrastructure Facilities Development Plan. The plan outlined six specific steps to perform towards completion of an analysis that would then lead to a master plan for implementation of a regional water system.

As a continuation in the study and creation of a regional water system FGI will provide the following services related to the first three steps recommended in the 1992 report. These study items include:

1. Review needs projections.
2. Evaluate existing treatment and supply systems and service to Group "A" communities.
3. Preliminary well field design.

More specifically this study will:

- Update water use and population projections for Group "A" and Group "B" communities.
- Update the infrastructure (treatment & supply) characterization for Group "A" communities. Additional communities identified during the course of the study would be studied at additional cost.
- Develop an infrastructure facilities preliminary plan. Tasks include:
 - ❖ Develop potential well field evaluation criteria, including, but not limited to: groundwater availability, impact to local well owners, land availability, infrastructure cost and groundwater quality.
 - ❖ Identify alternative well field and treatment plant sites and evaluate each alternative.
 - ❖ Provide a preliminary plan and cost estimate for sites that best meet the criteria.
 - ❖ Recommend a schedule for implementation of a well field.

Deliverables will include:

Periodic work updates through project memoranda and/or work sessions
Draft Report
Final Report
Presentation of Final Report

Time of Completion: 9 months from contract date.

ENV-468-01

AVANTI / BENCHMARK / DORGAN / FARNSWORTH & POLK / FARNSWORTH & JWIIT / MASEMANN / NIETZ-AYANZ / WISCHMEYER

2709 MCGRAW DRIVE, BLOOMINGTON, IL 61704-6091 / 309-663-8435 (FAX) 309-663-1571 / www.f-w.com

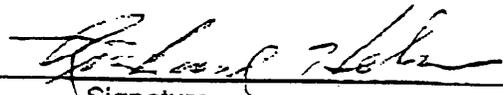
27

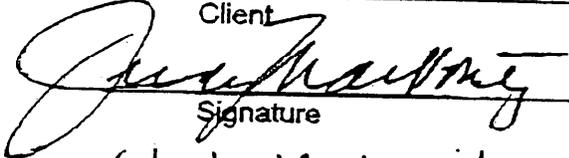
The fee for the above described services will be approximately \$51,000 calculated on a time and material basis in accordance with the attached fee schedule and billed monthly. Services requested outside of this scope of services will be negotiated with the client.

Additional fee for increased liability limits as outlined in the General Conditions \$ 0.00

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FARNSWORTH GROUP, INC. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and FARNSWORTH GROUP, INC.

Farnsworth Group, Inc.


Signature
Richard Helms
Typed Name
Principal
Title

City of Bloomington
Client

Signature
Cludy Markowitz
Typed Name
Mayor
Title

Client City of Bloomington

Project Regional Water Supply Infrastructure Facilities Development Plan

General Conditions

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

Standard of Care: Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: CLIENT agrees to limit FGI's liability to CLIENT arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If CLIENT prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the

FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

Professional Environmental Services

If Environmental Services are included in the scope of services on page 1, the following provisions shall apply:

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other

hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Professional Services During Construction

If construction-related services are included in the scope of services on page 1, the following provisions shall apply:

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to deal with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids; and shall have no duties or responsibilities imposed by the Illinois Structural Work Act.

Additional Provisions

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

Farnsworth Group, Inc.
Engineers, Architects, Surveyors & Scientists
 2709 McGraw Drive
 Bloomington, Illinois 61704

Schedule of Charges
 (For Work Not On A Percentage Fee Basis)

January 1, 2001

Professional Staff:

Per Hour

Engineering/Architectural Intern I.....	\$ 65.00
Engineering/Architectural Intern II.....	\$ 70.00
Engineer & Land Surveyor.....	\$ 80.00
Architect & Landscape Architect.....	\$ 80.00
Senior Engineer & Senior Land Surveyor.....	\$ 85.00
Senior Architect & Senior Landscape Architect.....	\$ 85.00
Planner.....	\$ 70.00
Project Engineer & Project Land Surveyor.....	\$ 90.00
Project Architect & Project Landscape Architect.....	\$ 90.00
Project Manager.....	\$ 95.00
Senior Project Manager.....	\$100.00
Principal.....	\$115.00

Technical Staff:

Assistant.....	\$ 40.00
Technician.....	\$ 55.00
Senior Technician.....	\$ 60.00
Chief Technician.....	\$ 70.00
Computer Specialist.....	\$ 80.00
Designer.....	\$ 75.00
Senior Designer.....	\$ 80.00
Project Designer.....	\$ 85.00

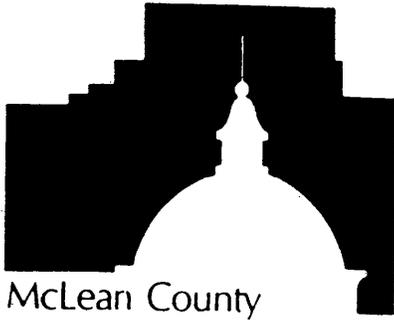
Miscellaneous:

Clerical.....	\$ 38.00
Overtime Requested by Client.....	Negotiated
Expert Testimony.....	2 x billing rate
Field Vehicle & Equipment.....	\$ 7.00
Automobile (per mile).....	\$ 0.38
CADD Computer (add to Operator Rate).....	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *.....	Cost + 10%
GPS Equipment Not to Exceed \$200/day per receiver \$20.00/hour/receiver	

* Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.

RATES EFFECTIVE UNTIL JANUARY 1, 2002 UNLESS NOTIFIED

70



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

January 4, 2002

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik 

Re: Long Range Regional Water Resource Study

In May, 1989, the McLean County Board approved an Intergovernmental Agreement between the County, the City of Bloomington, and the Town of Normal to create a planning process for the development of a Long-Range Regional Water Resource Plan. Pursuant to the terms of this Intergovernmental Agreement, the City of Bloomington shall be responsible for the hiring of a consulting firm or firms to conduct a study that is consistent with the demand/need analysis and planning process for the Long Range Regional Water Study. According to the Intergovernmental Agreement, McLean County and the Town of Normal shall each pay the City of Bloomington one-third of the cost of the study.

As the next step in the development of a Long Range Regional Water Resource Plan and pursuant to the Intergovernmental Agreement approved in 1989, the City of Bloomington has recommended approval of an Agreement for Engineering Services with the Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, Illinois, to provide the following services:

- Update water use and population projections for specific communities that were studied in the 1992 Report;
- Update the infrastructure (treatment and supply) characteristics for specific communities that were studied in the 1992 Report;
- Develop an infrastructure facilities preliminary plan. The following tasks will be completed:
 1. Develop potential well field evaluation criteria, including, but not limited to: groundwater availability; impact to local well owners; land availability; infrastructure cost and groundwater quality;
 2. Identify alternative well field and treatment plant sites and evaluate each alternative;
 3. Provide a preliminary plan and cost estimate for sites that best meet the criteria;
 4. Recommend a schedule for implementation of a well field.

This Study is expected to be completed in 9 months. The fee to complete the above listed services will be approximately \$51,000.00 calculated on a time and material basis. The County's one-third share of the fee

The Honorable Chairman and Members of the Executive Committee
January 4, 2002
Page Two

would be \$17,000.00. Sufficient funding has been budgeted in the Board's Contract Services line-item account in the FY'2002 Adopted Budget to cover this expense.

The City of Bloomington Council and the Town of Normal Council have approved this Agreement for Engineering Services with the Farnsworth Group.

For your information and review, I have enclosed a copy of the Agreement for Engineering Services. Should you have any questions concerning the proposed Agreement or the Long-Range Regional Water Resource Study, please call me at 888-5110.

Thank you.

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Agreement for Engineering Services for a Long Range Regional Water Resource Plan - Intergovernmental Long Range Regional Water Study. Member Hoselton asked for clarification regarding "Group A and Group B" communities. Mr. Zeunik responded the Group A communities are the communities that are within McLean County that were included in the first study back in 1992 and the Group B communities are the communities in eastern Tazewell County that were part of that study. He continued, the communities in McLean County that were initially studied begin at Gridley, go west in a half-moon and come back around western McLean County through Danvers, Stanford, and McLean and then down towards the western boundary of Randolph Township. Member Hoselton requested a map of these communities. Mr. Zeunik said that he would make the map available to all members. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen presented the following:

RESOLUTION ADOPTING THE 2002 LEGISLATIVE PROGRAM FOR McLEAN COUNTY

WHEREAS, the Legislative Committee, after careful research and considerable discussion with County Officials and Members of the Illinois House of Representatives and Senate, has prepared a legislative program for 2002; and

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

WHEREAS, the 2002 Legislative Program contains a resolution in support of proposed new legislation and amendments to existing state laws to foster County/Municipal Zoning Cooperation; and

WHEREAS, the 2002 Legislative Program contains a resolution in support of proposed new legislation to transfer the responsibility to represent sexually violent offenders from the Public Defender to the Guardianship and Advocacy Commission; and

WHEREAS, the 2002 Legislative Program contains a resolution in support of new legislation and amendments to existing state laws to provide the County Board and the Circuit Clerk flexibility in setting certain court fees; and

WHEREAS, the 2002 Legislative Program expresses strong support to include funding in the state budget for Public Act 92-0508, which provides state support for Public Defender salaries; and

WHEREAS, the 2002 Legislative Program expresses strong support to include funding in the state budget to meet the state's obligation to pay for placement costs of dependent children and thus remove the burden of over \$500,000 in County expenditures for these costs; and

WHEREAS, the Legislative Committee recommends that the McLean County Board adopt the attached 2002 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2002 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of this 2002 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2002 Legislative Program.

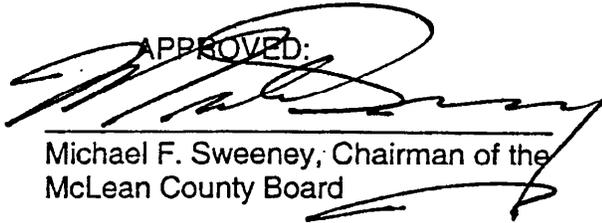
ADOPTED by the County Board of the McLean, Illinois this 15th day of January, 2002.

ATTEST:



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

APPROVED:



Michael F. Sweeney, Chairman of the
McLean County Board

E:/ed/coboard/legislat/legpro02

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Adopting the 2002 Legislative Program for McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and other items could be found on pages 39-58.

LAND USE AND DEVELOPMENT:
Member Gordon, Chairman, stated there were no items for action.

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
County Board 0001**

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

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

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

WHEREAS, the purchase price was adjusted to reflect credits provided by the sellers for certain property taxes due subsequent to the closing date of May 15, 2001; and,

WHEREAS, McLean County and the City of Bloomington have previously agreed to share the costs of said property taxes; and,

WHEREAS, the City of Bloomington has paid all property taxes due for the Government Center for 2000, and has billed the County \$73,622.42 for its share of said property taxes; and,

WHEREAS, the Property Committee, on Thursday, January 3, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost of the County's share of 2000 property taxes for the Government Center; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$73,622.42.

County Board	
0001-0001-0001-0400.0000	<u>\$ 73,622.42</u>

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, County Board 0001 the following appropriation:

Property Taxes	
0001-0001-0001-0767.0001	<u>\$ 73,622.42</u>

(2)

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

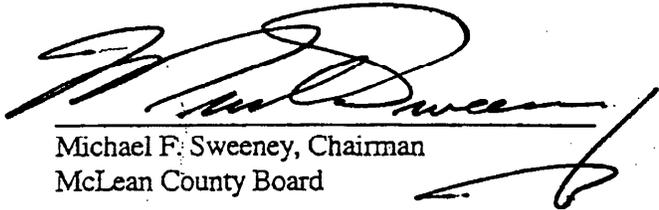
ADOPTED by the County Board of McLean County this 15th day of January, 2002.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

EA_115_PROPTAX.PROP
12/27/01

Members Salch/Selzer moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance to Pay 2000 Property Taxes for the Government Center Building, 115 East Washington Street Building - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

ATTACHMENT NUMBER 11 TO THE AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE LAW AND JUSTICE CENTER

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2002, and ending on December 31, 2002, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,699,434.

This ATTACHMENT NUMBER 11 is executed this 4th day of December, 2001.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board, Mc Lean County, Illinois

Chairman of the County Board

ATTEST: //

APPROVED:

John L. Morel, Secretary of the PBC

Robert W. Rush, Chairman

jjr-wp8-12/4/01-H:\David\PBC\Attachment 11.wpd

Members Salch/Emmett moved the County Board approve a Request for Approval of Attachment Number 11 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

**CONTRACT FOR OPERATION AND MAINTENANCE OF THE CITY/COUNTY
OFFICE BUILDING**

THIS AGREEMENT is dated this 4th day of December, 2001 and is between the Public Building Commission of McLean County, Illinois (the "PBC"), the County of McLean (the "County") and the City of Bloomington (the "City").

WITNESSETH:

WHEREAS, the PBC is the owner of the premises legally described on Exhibit 1 attached hereto (the "Leased Premises") and has entered into a lease of the Leased Premises with the County and the City which lease is dated November 20th, 2001, (the "Lease"); and

WHEREAS, the parties hereto, simultaneously with the execution of the Lease amended the Lease pursuant to a document titled "Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building" (the "Amendment"), pursuant to which Amendment the PBC has agreed to perform all of the maintenance, operation, upkeep and safekeeping functions for the Leased Premises which the County and City were required to perform under the provisions of Section III of the Lease; and

WHEREAS, pursuant to the provisions of the Amendment, the City and the County have agreed to pay the PBC the sum of \$351,468 for its performance of the maintenance, operation, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2002, and the PBC desires to contract with the County to employ the County to perform all of such functions which the PBC has agreed to perform pursuant to the Amendment and to further contract with the County to perform all of such operation and maintenance functions each year after 2002, for which year

98

the parties hereto execute for that year the attachment set forth as Exhibit B to the Amendment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

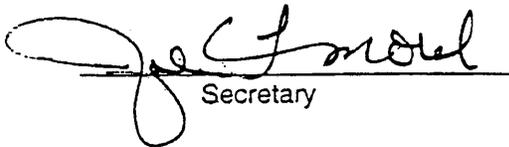
1. The County hereby undertakes and agrees to provide the operation, maintenance, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2002, and ending December 31st, 2002.
2. The County agrees to perform, pursuant to the terms of this contract, all necessary functions for the operation, maintenance, upkeep and safekeeping of the Leased Premises.
3. The PBC agrees to pay to the County for the year beginning January 1st, 2002, the sum of \$351,468 for the County's performance of the operation, maintenance, upkeep and safekeeping functions for the Leased Premises and to make such payments to the County on or before July 10th, 2002 and October 10th, 2002, or at such later date, if any, that the City and County pay the PBC pursuant to the Amendment.
4. For each subsequent year to 2002, for which the parties and execute an Attachment to the Amendment and make it a part hereof, the PBC agrees to make the payments called for in the respective Attachment on or before July 10th and October 10th for the year for which the Attachment is to be effective.
5. The PBC shall not be required to pay the County any amount in excess of \$351,468 for its performance of all functions pursuant to this Agreement for the year 2002; nor shall it be required to pay any amount greater than that set forth in any Attachment hereto for subsequent years and pursuant to which attachment the County performs the functions on the Leased Premises.

IN WITNESS WHEREOF, the PBC by its Board of Commissioners has caused its corporate seal to be affixed hereto and this contract to be signed by its Chairman and attested by its Secretary, and the County of McLean by its County Board has caused the seal of the County to be affixed hereto and this contract to be signed by its Chairman and attested by the County Clerk and the City of Bloomington by its City Council has caused its corporate seal to be affixed hereto and this contract to be signed by its Mayor and attested by the City Clerk.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:


Secretary

By: 
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

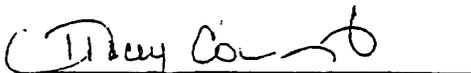
County Clerk of McLean
County, Illinois

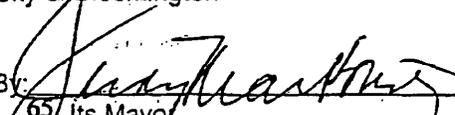
By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

ATTEST:

City of Bloomington


City Clerk

By: 
65 Its Mayor

Members Salch/Bostic moved the County Board approve a Request for Approval of Contract for Operation and Maintenance of the City/County Office Building, Government Center, between the Public Building Commission and McLean County - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the General Report is located on pages 66-71.

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

**AN ORDINANCE OF THE McLEAN COUNTY BOARD
SETTING FEES TO BE CHARGED BY THE McLEAN COUNTY CLERK
FOR COPIES OF RECORDS, FIREWORKS PERMITS, LIQUOR LICENSES,
MARRIAGE LICENSES, AND CERTIFICATES OF REDEMPTION**

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 Finance Committee, at its regular meeting on Wednesday, January 2, 2002, recommended 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 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 of Birth and Marriage Records:</u>	\$ 5.00	\$ 5.00
(a)(1) <u>For the First Copy of a Death Record:</u>	\$ 5.00	\$ 5.00

(2)

	<u>CURRENT</u>	<u>NEW</u>
(b) <u>For a Fireworks Permit:</u>	\$ 5.00	\$ 20.00
(c) <u>For a Class E Liquor License:</u>	\$ 5.00	\$ 20.00
(d) <u>For a Marriage License:</u>	\$ 15.00	\$ 24.00
(e) <u>For Cancellation of a Tax Sale, Issuance of a Certificate of Redemption:</u>	\$ 3.00	\$ 70.00
(f) <u>For Attendance at a Tax Sale, Issuance of a Certificate and Seal per Tract or Town Lot:</u>	\$ 5.00	\$ 14.00

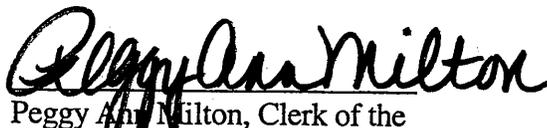
(2) This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets fees to be charged for other services provided by the McLean County Board.

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

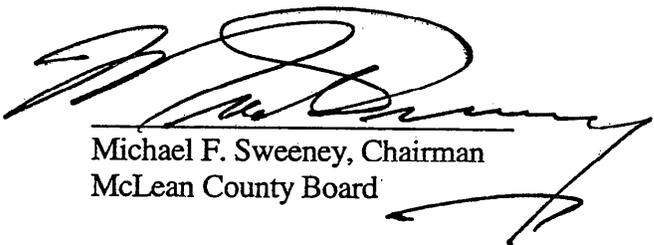
(4) This Ordinance shall become effective immediately.

ADOPTED as amended by the McLean County Board this 15th day of January, 2002.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

e:\john\voob\clerk_fees.j02
01/15/02

PROPOSED CHANGES TO COUNTY CLERK FEES

PRODUCT	ANNUAL VOLUME	CURRENT FEE	ACTUAL COST	PROPOSED FEE	TOTAL COST	CURRENT REVENUE	PROPOSED REVENUE	NEW REVENUE
First Copy of Any Record (except Death Certificate)	10,369	\$ 5.00	\$ 20.14	\$ 12.00	\$ 208,832	\$ 51,845	\$ 124,428	\$ 72,583
Death Certificate	786	\$ 5.00	\$ 20.14	\$ 10.00	\$ 15,830	\$ 3,930	\$ 7,860	\$ 3,930
Fireworks Permit	3	\$ 5.00	\$ 20.80	\$ 20.00	\$ 62	\$ 15	\$ 60	\$ 45
Class E License	13	\$ 5.00	\$ 20.80	\$ 20.00	\$ 270	\$ 65	\$ 260	\$ 195
Marriage License	1,100	\$ 15.00	\$ 24.85	\$ 24.00	\$ 27,335	\$ 16,500	\$ 26,400	\$ 9,900
Cancel tax sale, issue Certificate of Redemption	1,000	\$ 3.00	\$ 72.82	\$ 70.00	\$ 72,820	\$ 3,000	\$ 70,000	\$ 67,000
Attend tax sale, issue cert and seal	1,000	\$ 5.00	\$ 14.99	\$ 14.00	\$ 14,990	\$ 5,000	\$ 14,000	\$ 9,000
TOTAL					\$ 340,140	\$ 80,355	\$ 243,008	\$ 162,653

December 18, 2001

Peggy Ann Milton
County Clerk
McLean County
104 West Front Street, Room 704
Bloomington, IL 61702

Dear Ms. Milton:

We are pleased to present this report on fees charged by your office. You requested this information as support for possible changes in fee prices.

Illinois law permits first and second class counties (i.e., all but Cook County) to increase certain fees for services provided by the County Clerk based on a cost study, if the cost study finds the statutory fee to be inadequate.

We determined the cost of certain County overhead functions that support your office, as the law permits fees to recover overhead costs incurred outside of your department. This review was based on an earlier study that our firm had done, based on 1997 expenses. A complete update of that study was not in our scope of work, but we updated overhead costs by loading year 2000 expenditures and current full time equivalent staffing by department into the prior model. The partial update allows us to identify at least some of the overhead expense increase that has occurred since 1997.

The fee statute, 55 ILCS 5/4-4001, suggests use of a Federal government cost accounting regulation, US Office of Management & Budget Circular A-87, as a guide to definition of costs for a fee study. We have used the definitions of cost from that regulation. Use of this regulation is not mandatory, but it is in the County's interest. The regulation has enjoyed wide usage nationally, making it a de facto standard for studies of this type and it recognizes costs more comprehensively than most budgets do.

It is important to distinguish between *cost* and *price*. Just because another county may charge a lower fee *does not mean that its cost is lower*. Many counties, not knowing their true costs, unknowingly use other revenues (i.e., property and sales taxes) to help fund the service.

One must presume that fees were intended to pay for services. Hence, if the cost of services increases over time, so should fee prices. Fees are a form of tax relief, generating revenue that would otherwise have to come from taxes. Fees also help to make non-residents or tax-exempt resident customers reimburse the county for the costs they impose by their demand for specialized services.

Findings

	Annual Demand	Current Revenue		Actual Cost		Difference	
		Unit Price	Total	Unit Cost	Total	Per one	Total
1st copy of any record (incl. B/D/M)	11,155	\$5.00	\$55,775	\$20.14	\$224,671	\$15.14	\$168,896
Fireworks permits	3	\$5.00	\$15	\$20.80	\$62	\$15.80	\$47
Class E Liquor Licenses	13	\$5.00	\$67	\$20.80	\$277	\$15.80	\$211
Marriage License	1,100	\$15.00	\$16,500	\$24.85	\$27,337	\$9.85	\$10,837
Cancel tax sale, issue cert of redemption	1,000	\$3.00	\$3,000	\$72.82	\$72,819	\$69.82	\$69,819
Attend tax sale, issue cert & seal per tract or town lot	1,000	\$5.00	\$5,000	\$14.99	\$14,990	\$9.99	\$9,990
Total			\$80,357		\$340,158		\$259,801

Automation fund charges apply to services in the County Clerk's office. These fees, authorized by statute, should continue to be charged in addition to the fees for services determined in our study. The current revenues and actual costs listed above do not include automation fund charges.

Approach

Our approach to determining the cost of fee services included review of the budget and other financial reports, personal interviews with the County Clerk and Chief Deputy County Clerk, and development of models to account for the costs of services. The models consider how many times each service is performed annually, the effort and labor cost of service, the cost of non-labor line items from the department's budget, and allocations of cost from other county departments.

Labor Costs The analysis of labor costs is Exhibit 1 to this report. Individual employee compensation data has been hidden, for the privacy of the individuals involved. It is based on current pay rates. We will make this information available upon request, but absent any such request, see no reason to publish this information.

The model reports labor cost of fee services. Activity by activity, we document what the department told us about who works on each service and how long they spend at each activity. The model then determines the labor costs of all staff related to each activity.

The following narrative describes the technical details of the models. The models list services in columns across the top of each page: 1) "General & Administrative," 2) the

designated group of services whose costs were to be determined, and 3) "All Other Department Activity."

"General & Administrative" effort benefits the entire department and consists of supervisory and clerical support. There is no direct way to link these efforts to individual activities, so efforts must be allocated based on direct efforts of other staff. We allocate this indirect support in proportions to direct labor cost for each service.

Compensated absences are deducted from the total hours to be allocated, making them an overhead factor for each employee. This allows fee-funded services to participate equally with tax-funded services in the cost of compensated absences.

"All Other Department Activity" represents costs not related in any way to the services that were the subject of this study. When most of the department's costs are for the "All Other" category, most of the General & Administrative cost is also allocated to "All Other."

Non-Labor Expenses The analysis of other expenses budgeted to the County Clerk's office is Exhibit 2. After the labor costs are documented, the model proceeds to address the non-labor budget line items from each department. These costs are allocated to individual services in proportion to labor costs. For example, if a service consumes 5% of labor cost, it is allocated 5% of the expense line item.

Those expense line items that are equally beneficial to all services are first charged to General & Administrative expense. They are then reallocated to individual services based on the proportion of labor cost dedicated to each of those direct services.

If department staff noted that certain budget line items had no relation to the fee services that were the subject of this study (e.g., election judges), or a disproportionate benefit (e.g., "regis. exp.: births"), we addressed those variations on a case-by-case basis. If these costs had no relation to the services in question, they were allocated to "All Other."

Allocation of County indirect costs was based on our central service cost allocation plan, which we are delivering under separate cover. Virtually every organization budgets centrally for certain expenses that benefit several of its units. Budgeting a share of the cost of these items to each unit is possible, but unreasonably cumbersome. Under US Office of Management & Budget Circular A-87, these expenses are recognized as eligible for inclusion in the cost of a service.

Overhead Costs Exhibit 3 is an analysis of overhead costs related to the County Clerk's office. For reasons of convenience, efficiency and economy, most organizations find it useful to budget overhead services to a central department that has the expertise and tools needed to serve the entire organization. For example, rather than make each department responsible for its own accounting standards, accounting is managed centrally. Rather than have each department retain its own legal counsel, legal services are provided from a single expert department. Rather than make each department buy its own insurance, insurance is procured centrally.

While this may be more efficient, it means that a cost study based on the expenses only of the department with direct contact would be incomplete. It is possible to justify a fee increase if the current price is too low to reimburse the costs of the direct department. Failing to recognize the cost of overhead related to fee services would require General Fund levy dollars to be used to subsidize fee services.

Our analysis is a partial update of the 1997 central service cost allocation plan and our approach was described on the first page of this report.

Implementation

If the County chooses to increase fees based on a cost study, it will need to enact an ordinance specifying the prices for the new fees. The County has a template to use, as it retained our firm for a study of Sheriff fees in 1997.

Higher fees are a form of property tax relief. If those requesting fee services bear the cost of their demand, the historical need for tax revenues to fund part of the cost of these services will be removed. Many other Illinois counties have done this.

The Relationship between Productivity and Price

Cost-based fees allow a county to recover its costs, regardless of efficiency. This was in no way an efficiency study, but our initial observations of productivity indicate no reason for concern. The workload per employee is at a very good level, based on productivity analyses that we have conducted for other central Illinois counties of comparable size.

One area where counties are seeking further productivity gains is in the area of software. You had mentioned tax redemption as a particular concern. In this study, we identified that service as complex and time consuming. Theoretically, software could support the process.

The business case for automation is usually made in one of two ways.

1. First, if automation can handle tasks that used to be manual, the organization can replace labor expense with automation expense. This would allow labor savings to pay for the system. A modified version of this logic applies in a growing business, where use of automation avoids the need to hire more people.
2. The second justification for automation is in the area of risk management/quality control or customer service, where an organization invests in automation to improve quality or service.

These arguments are theoretical and whether automation makes sense in any particular organization cannot be decided without further study.

As general benchmarks for the cost of automating in the County Clerk's office, consider that Peoria County just invested \$525,000 in a system to manage its property tax cycle across the offices involved (Supervisor of Assessments, County Clerk and Treasurer). The same vendor reportedly will license use of its tax redemption system for a first year fee of \$7,750 and subsequent year costs of \$4,700 annually. While this is substantially less than the cost of the full system, even this investment should not be undertaken without additional analysis. We find the possibility intriguing, but do not know enough at this stage to endorse it. Our study shows that the County invests approximately \$60,000 annually in tax redemption, but we cannot say how much of this expense could be avoided by use of automation.

We are pleased to have had the opportunity to perform this work. Please call me at (847) 564-9270, or e-mail me at brucecowans@maximus.com with questions.

Very truly yours,
MAXIMUS, INC.



Bruce Cowans
Vice President

EXHIBIT 1

DOCUMENTATION OF LABOR COSTS

McLean County Clerk	Job Title	# per year	General & Admin	1st copy of any record (incl. B/D/M)	Fireworks permits	Class E Liquor Licenses	Marriage License	Cancel tax sale, issue cert of redemption	Attend tax sale, issue cert & seal per tract or town lot	All Other Dept. Activity
	County Clerk	1	11,155	3	13	1,100	1,000	1,000	1,000	1
	Peggy Ann Milton	Salary	1,706							
		Time per one	Hours						0.25	
			Minutes						4.2	
		Total time	1,710						0.2%	0.0%
			1,710							
	Chief Deputy Clerk	Salary	1,968							
	Maria Pascua	Time per one	Hours						2.5	
			Minutes						41.7	
		Total time	1,710						2.4%	0.0%
			1,710							0.0%
	Deputy Clerk	Salary								
	Ruth Clinton	Time per one	Hours							600.0
			Minutes							
		Total time	600							600.0
			600							100.0%
	Deputy Clerk	Salary								
	Rhonda Donovan	Time per one	Hours							1,710.0
			Minutes							
		Total time	1,710							1,710.0
			1,710							100.0%
	Elections Administrator	Salary								
	Karle Koritz	Time per one	Hours							1,539
			Minutes							
		Total time	1,710							1,539.0
			1,710							90.0%
	Deputy Clerk	Salary								
	Justin Milton	Time per one	Hours							814.0
			Minutes							
		Total time	1,000	1.00						814.0
			1,000	185.9						81.4%
			1,000	18.6%						0.0%

Labor cost 1

Note: salaries are shaded for confidentiality.

40

Job Title	# per year	General & Admin	1st copy of any record (Incl. B/D/M)	Fireworks permits	Class E Liquor Licenses	Marriage License	Cancel tax sale, issue cert of redemption	Attend tax sale, issue cert & seal per tract or town lot	All Other Dept. Activity
		1	11,165	3	13	1,100	1,000	1,000	1
Deputy Clerk	Salary								
Karl Blessing	Time per one								669
	Hours		1.50			1.0	2.0		
	Minutes								
	Total time		278.9			18.3	33.3		669.0
		0.0%	27.9%	0.0%	0.0%	1.8%	3.3%	0.0%	66.9%
Deputy Clerk	Salary								
Michael Essington	Time per one								669
	Hours		1.50			1.0	2.0		
	Minutes								
	Total time		278.9			18.3	33.3		669.0
		0.0%	27.9%	0.0%	0.0%	1.8%	3.3%	0.0%	66.9%
Deputy Clerk	Salary								
Tina Evans	Time per one								63.0
	Hours		8	7	7	7.5	4.0		
	Minutes								
	Total time		1,440.9	0.3	1.5	137.5	66.7		63.0
		0.0%	84.3%	0.0%	0.1%	8.0%	3.9%	0.0%	3.7%
Tax Extensionist	Salary								
Sharon Gillis	Time per one	85.5							891
	Hours								
	Minutes								
	Total time	85.5					34.0	10.0	891.0
		5.0%	0.0%	0.0%	0.0%	0.0%	566.7	166.7	52.1%
							33.1%	9.7%	

Note: salaries are shaded for confidentiality.

Labor cost 2

McLean County Clerk		General & Admin	1st copy of any record (incl. B/D/M)	Fireworks permits	Class E Liquor Licenses	Marriage License	Cancel tax sale, issue cert of redemption	Attend tax sale, issue cert & seal per tract or town lot	All Other Dept. Activity
Job Title	# per year	1	11,155	3	13	1,100	1,000	1,000	1
Deputy Clerk	Salary								
Diana Hospelhorn	Time per one								63.0
	Minutes		8	7	7	7.5	4.0		
	Total time		1,440.9	0.3	1.5	137.5	66.7		63.0
		0.0%	84.3%	0.0%	0.1%	8.0%	3.9%	0.0%	3.7%
Deputy Clerk	Salary								
Susan Kemper	Time per one								1,168.0
	Minutes		1	7	7	7.5	12.0	1.0	
	Total time		185.9	0.3	1.5	137.5	200.0	16.7	1,168.0
		0.0%	10.9%	0.0%	0.1%	8.0%	11.7%	1.0%	68.3%
SALARIES BEFORE REALLOC OF G&A		\$ 272,377	\$ 45,400	\$ 13	\$ 57	\$ 5,611	\$ 14,948	\$ 3,077	\$ 101,241
REALLOC G&A SALARIES			27,188	8	34	3,360	8,951	1,843	60,629
TOTAL ADJUSTED SALARIES			72,588	20	91	8,972	23,899	4,920	161,870
% OF TOTAL SALARIES			71.16%	0.02%	0.09%	8.79%	23.43%	4.82%	158.68%
Minutes per single transaction			20.5	20.0	20.0	24.5	60.5	11.3	

Note: salaries are shaded for confidentiality.

Labor cost 3

Exhibit 2

Exhibit 3

PRODUCTIVE HOUR CALCULATIONS

Title	Name	Avg vacation by employee	Sick leave by accrual by employee	Personal days	Holiday hours	Total compensated absence hours	Productive Hours	Salary
County Clerk	Peggy Ann Milton	75	75	15	75	240	1,710	
Chief Deputy Clerk	Maria Pascua	75	75	15	75	240	1,710	
Deputy Clerk	Ruth Clinton					-	600	
Deputy Clerk	Rhonda Donovan	75	75	15	75	240	1,710	
Elections Administrator	Karle Korlitz	75	75	15	75	240	1,710	
Deputy Clerk	Justin Milton					-	1,000	
Deputy Clerk	Karl Blessing					-	1,000	
Deputy Clerk	Michael Essington					-	1,000	
Deputy Clerk	Tina Evans	75	75	15	75	240	1,710	
Tax Extensionist	Sharon Gillis	75	75	15	75	240	1,710	
Deputy Clerk	Diana Hospelhorn	75	75	15	75	240	1,710	
Deputy Clerk	Susan Kemper	75	75	15	75	240	1,710	
Total								272,377

EXHIBIT 2

DOCUMENTATION OF NON-SALARY BUDGET LINE
ITEM EXPENSES

McLean County Clerk	Budget	General & Admin	1st copy of any record (incl. B/D/M)	Fireworks permits	Class E Liquor Licenses	Marriage License	Cancel tax sale, issue cert of redemption	Attend tax sale, issue cert & seal per fract or town lot	All Other Dept. Activity
FY 2002 Non-salary line items									
Salaries (overtime only)									
Overtime pay	6,300								6,300
Fringe benefits									
Employee medical leave	18,400	18,400							
Supplies									
Books/videos/publications	1,075	1,075							
office supplies	1,800	1,800							
operational supplies	1,200	1,200							
election supplies	7,700								7,700
photo supplies/film	200	200							
copy/microfilm exp	4,400	4,400							
letterhead/printed	7,500	7,500							
postage	17,000	17,000							
Contractual									
advertising/legal	23,050								23,050
contract services	110,000								110,000
dues and memberships	750	750							
schooling & conferences	5,000	5,000							
notary bond	166	166							
office equip/turn	1,000	1,000							
equipment maint. C									
employees medical									
election judges expense	96,325								96,325
regls. Exp.: births	3,500		3,500						
special services									
computer rental									
equipment rental	3,500	3,500							
travel expense	950	950							
telephone service	7,000	7,000							

Non labor cost 4

McLean County Clerk									
FY 2002 Non-salary line items	Budget	General & Admin	1st copy of any record (incl. B/D/M)	Fireworks permits	Class E Liquor Licenses	Marriage License	Cancel tax sale, issue cert of redemption	Attend tax sale, issue cert & seal per tract or town lot	All Other Dept. Activity
Allocated County Overhead, based on Central Services Cost Allocation Plan Building use		36,023							
Social Security		13,043							
IMRF		8,319							
Facilities Management		25,529							
County Administrator		6,538							
Tort Judgment		5,959							
County Auditor		14,131							
Treasurer		5,363							
Information Services		23,971							
Non-Labor Expense	310,516	208,817	3,500						237,075
% Total Salaries (from Labor Analysis)			71.16%	0.02%	0.09%	8.79%	23.43%	4.82%	158.68%
Indirect allocated G&A Expenditures			148,584	42	186	18,365	48,920	10,071	331,341
Total (Non-labor expense + Indirect)			152,084	42	186	18,365	48,920	10,071	568,416

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Ordinance Amending Fees to be Charged by the McLean County Clerk - County Clerk's Office. Member Segobiano stated the new fee is not listed for item 1(a) on page 72. Member Sorensen replied this was addressed at a stand-up meeting earlier and this is how it was presented at the Executive Committee Meeting and the notation was intended to mean no change. Member Segobiano stated if this Resolution is to be adopted, the old fee needs to be added instead of the column being left blank. He stated it looks like the fee has been zeroed out. Member Sorensen stated they could take an amendment to the motion. Members Gordon/Renner moved to amend the bottom of page 72, items 1(a) and 1(a)(1), to show \$5.00 under the heading of "New". Clerk Milton shows all Members present voting in favor of the amendment to the Motion. Amendment carried. Member Owens asked why for item 1(e) Cancellation of a Tax Sale, Issuance of a Certificate of Redemption, the fee went from \$3.00 to \$70.00. Member Sorensen stated the law gives the County both the right and the obligation to assess user fees appropriate to the cost of services provided. Clerk Milton responded her office has done a lot of study on this, because they too were surprised at the broad change between \$3.00 and \$70.00. Ms. Milton stated Maximus', Bruce Cowans indicated the fee probably has not been studied since 1925. She further stated approximately 175 days per year go into the redemption process with the 900 to 1000 redemptions each year, collecting the fees and receipting accordingly. She stated there are approximately 30 taxbuyers that are sent redemption reports each month. Ms. Milton said each of these processes takes anywhere from fifteen minutes to three days. Collectively it comes to approximately 175 days per year. Clerk Milton stated it is a very extensive process, unlike a marriage license that takes 20 to 30 minutes, or a birth or death that takes maybe five to ten minutes. Ms. Milton indicated there are about \$2,000,000 flowing through the office. She said the office also prepares checks and 1099's, but hopefully the auditor's office will be helping with those tasks. She explained it is a very extensive process and she believes the \$70.00 is warranted. Member Arnold stated he was going to vote against this amended motion and would like to explain his reason. He said on page 74, Fireworks Permits, Class E Licenses, Marriage Licenses, and the Canceled Tax Sale/Issued Certificate of Redemption, in the third column shows the actual cost, the fourth columns shows the proposed column shows the proposed fee. In each case, the proposed fee almost covers the complete cost. He continued it is a bad public policy to ask taxpayers to support a set of services and then to charge them again for almost the full cost of those services. Member Kinzinger stated he appreciates the concern but it is important to note the Finance Committee spoke at length about this issue and agreed to revisit it. He said he would like to see a subsequent abatement of property taxes or a decrease otherwise. Member Arnold stated, before the amended Motion, this was going to constitute a

\$164,000 tax increase – tax increase because the consultant who talked to the Finance Committee said that he worked on 26 of these projects and on 25 of them the fee increase did not result in a tax abatement. He said it is unrealistic to think the Board is going to abate taxes, possibly \$163-164,000 later this year when these fees go into effect. He continued his main reason, since we have removed the first two items which are the big revenue generators, \$133,000, for voting against it is that it is a form of double taxation which is bad public policy. Member Rodman reiterated Member Kinzinger's point that this should be reviewed in May to see if an abatement in taxes could be made. He continued no one wants double taxation but the people who are using the services are the ones that should be paying for the service as opposed to those who are not using it. Member Arnold stated it is hard to argue against the notion that people who use the services should pay for the services but in this case the Board is asking the users to pay almost the full cost of these services and since these same users are paying taxes to support these services that is not a reasonable assessment. Member Owens stated the Board doesn't know what is going to come at the end of this year, what the revenue from sales tax is going to be, and the farmland is supposed to depreciate again. He said the Board should address this but they should wait to see what the end of the year brings. He continued to say his only concern is that if the taxes are abated so early in the year, the Board might have to raise taxes again. Member Segobiano stated the abatement is not on the floor and they should review user fees and apply wherever necessary. He then called for the question. Clerk Milton shows the role call vote as follows: Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sorensen-yes, Arnold-no, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, and Sweeney-yes. Motion carried eighteen to one.

Member Sorensen, Chairman, presented the following:

RESOLUTION
OF THE McLEAN COUNTY BOARD
ESTABLISHING MILEAGE REIMBURSEMENT
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on October 18, 1994; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on January 15, 2002, recommended that effective January 1, 2002, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 36.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 36.5 cents per mile effective as of January 1, 2002.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 36.5 cents per mile, effective as of January 1, 2002.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

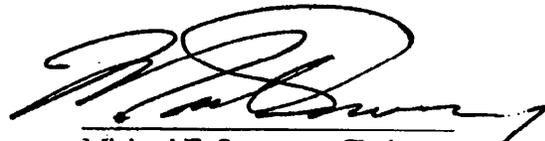
(2)

ADOPTED by the McLean County this 15th day of January, 2002.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Bass moved the County Board approve a Request for Approval of a Resolution Establishing Mileage Reimbursement Rate for Use of Private Vehicles for County Business. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 90-99.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat fee of Eight Hundred Seventy Dollars (\$870.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2002 through December 31, 2002. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

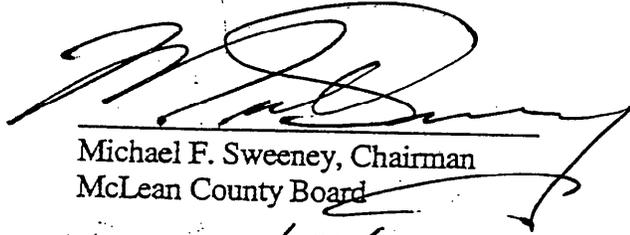


Marabeth Clapp, Asst. Vice President
for Finance and Planning

Date: 11/20/01

APPROVED:

COUNTY OF McLEAN



Michael F. Sweeney, Chairman
McLean County Board

Date: 01/15/02



Ronald D. Swan, Chief of Police
Illinois State University

Date: 20 November 2001

ATTEST:



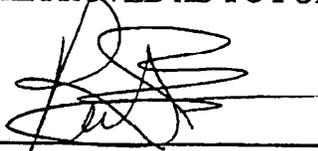
Peggy Ann Milton, County Clerk
for McLean County

Date: 1/22/02

David G. Owens, Sheriff
Of McLean County

Date: _____

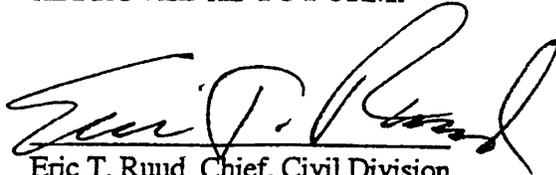
APPROVED AS TO FORM:



Renee Smith Byas, General Counsel
Illinois State University

Date: 11/29/01

APPROVED AS TO FORM:



Eric T. Ruud, Chief, Civil Division
McLean County State's Attorney's

Date: 1-22-02

Members Pokorney/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Agreement between Illinois State Police and McLean County for Booking Services Provided to Illinois State University Police - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion except Member Nuckolls who voted present. Motion carried.

Member Pokorney stated the General Report is located on page 105.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the General Report is located on pages 106-113. He further stated there were no items for action and there is plenty of salt because of the great weather we have been blessed with.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the meeting of the Criminal Justice Advisory Committee has been cancelled. The next meeting will be Tuesday, February 19, 2002 at noon.

OTHER BUSINESS AND COMMUNICATION:

Member Owens thanked the Board for their thoughts and prayers during his recovery.

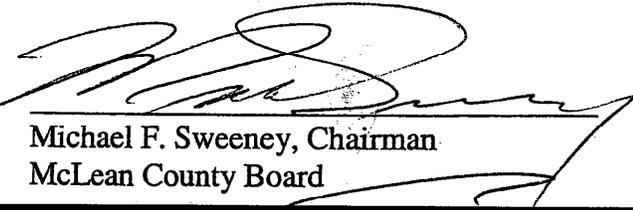
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

January 15, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$21.76	\$412,649.44	\$412,671.20
Finance	\$2,594.86	\$481,167.87	\$483,762.73
Human Services		\$340,764.22	\$340,764.22
Justice	\$23,259.31	\$1,931,540.02	\$1,954,799.33
Land Use		\$17,226.91	\$17,226.91
Property		\$263,230.74	\$263,230.74
Transportation		\$550,208.51	\$550,208.51
Health Board		\$417,007.50	\$417,007.50
Disability Board		\$43,638.34	\$43,638.34
T. B. Board		\$25,602.28	\$25,602.28
Total	\$25,875.93	\$4,483,035.83	\$4,508,911.76


Michael F. Sweeney, Chairman
McLean County Board

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

62

Members Renner/Selzer moved for adjournment until Tuesday, February 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: 9:42 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 15th day of January, 2002, and as the same appears of record.

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



Peggy Ann Milton
McLean County Clerk