

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

June 19, 2001



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June 19, 2001

The McLean County Board met on Tuesday, June 19, 2001 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 Gordon and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

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

Proceedings of May Meeting:

The Proceedings of the May 15, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Sommer/Selzer 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. Member Gordon requested Item B-1-e is removed because the application has been withdrawn.

The Amended Consent Agenda read as follows:

CONSENT AGENDA:

A. County Highway Department - Jack Mitchell, County Engineer

AGREEMENTS:

- a) Request for Approval of a Local Agency Agreement for Federal Participation - Funk's Grove Bridge
Sec. 96-17139-00-BR

PETITIONS:

- a) Request for Approval of Petition for Bridge Repair on Livingston County Line

BID APPROVAL:

- a) Approval of Copier Bid

B. Building & Zoning - Charles Wunder, Director

1) Zoning Cases:

- a) Deny the application of Kenneth D. Koons in case 01-12-Z for a map amendment to change the zoning classification of a .44 acre property from a designation of R-1 Single Family Residence District to a designation of M-1 Restricted Manufacturing District. This property is located in Hudson Township 150 feet south of Franklin Street, which is in the Town of Hudson, and approximately 500 feet east of the Interstate I-39 interchange.
- b) Grant the application of William Marshall and Nancy Jo Davis in case 01-13-S. They are requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the A-Agriculture District on a 7 acre property located in Randolph Township immediately south of Road 300N approximately ¼ mile east of Road 1600E and approximately ½ mile northeast of Heyworth.
- c) Grant the application of Rae Ann Heeren in case 01-16-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural use on property located in Randolph Township immediately north of Road 450N approximately ½ mile east of Road 1550E.

- d) Grant the application of Beth Wrenzinski in case 01-17-S. She is requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural use on property located in Randolph Township approximately 850 feet north of Road 450N approximately ½ mile east of Road 1550E.
 - e) Deny the application of Greg and Cheryl Wertheim in case 01-18-S. They are requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural use on property located in Danvers Township immediately northwest of the Intersection of Old Peoria Road and Road 150E.
 - f) Grant the application of Rodney and Jeanne Pierce in case 01-21-S. They are requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural use on property located in Danvers Township immediately east of Road 000E and 350 feet south of Illinois Route 9.
 - g) Grant the application of Sharon Simmons in case 01-24-S. She is requesting a special use to allow a planned development in the Commercial District that includes an outdoor flea market in addition to retail sales on property located in Mount Hope Township immediately east of Old U.S. Route 66 approximately 5/8 mile northeast of the Village of McLean.
- 2) Subdivision Cases:
- a) Approve a waiver of preliminary plan requirements and an ordinance adopting the final plat of the Renee Donaldson Subdivision, file number S-01-04. The property is located in White Oak Township immediately north of County Highway 12 approximately ½ mile east of Road 750E.
 - b) Approve a waiver of preliminary plan requirements and an ordinance adopting the final plat of the Resubdivision of Lot 1 in Lake Bloomington Estates Subdivision, file number S-01-05. The property is located in Money Creek Township immediately northwest of the intersection of County Highway 63 and Road 2375N. 32
- C: Transfer Ordinances
- D. Other Resolutions, Contracts, Leases, Agreements, Motions

Property Committee:

- a) Request to Purchase Air Conditioning Units
for the Fairview Building - Nursing Home

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

a) REAPPOINTMENTS:

Zoning Board of Appeals

Mr. James Finnigan
Rural Route 1
Shirley, Illinois 61772
Reappointed for a Five Year Term
To Expire June 27, 2006

McLean County Board of Health

Ms. Barb Nathan
407 East Vernon Avenue
Normal, Illinois 61761
Reappointed for a Three Year Term
To Expire June 30, 2004

Ms. P.A. "Sue" Berglund
1019 East Olive Street
Bloomington, Illinois 61701
Reappointed for a One Year Term
To Expire June 30, 2002

TB Care and Treatment Board

Ms. Barb Nathan
407 East Vernon Avenue
Normal, Illinois 61761
Reappointed for a Three Year Term
To Expire June 30, 2002

Board for Care and Treatment of Persons
With Developmental Disabilities (377 Board)

Ms. Corliss Tello
Rural Route 1, Box 379
Bloomington, Illinois 61704
Reappointed for a Three Year Term
To Expire June 30, 2004

b) APPOINTMENTS

Downs Fire Protection District

Mr. Dale Stinton

198521 Wesley Street

Downs, Illinois 61736

Appointed For a Three Year Term

To Expire on April 30, 2004

c) RESIGNATIONS

NONE

F. Approval of Resolutions of Congratulations and Commendation

- a) Request for Approval of a Resolution Recognizing the
Special Olympics Illinois State Summer Games 2001

Local Agency McLean County	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section 96-17139-00-BR
		Fund Type BRP
		State Contract <input checked="" type="checkbox"/> X Day Labor Local Contract RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Hougham Bridge Route T.R. 84 Length 700 feet

Termini The project begins at Sta. 12+00 approximately 1/8 mile west of the S.E. corner of Section 6, T.22N, R.1E., 3rd P.M. and extends Eastward a distance of 700 ft. to Sta. 19+00

Current Jurisdiction Funks Grove Road District

Project Description

Existing Str. No. 057-4500

Three Span Continuous wide flange beam (33" depth)

57' - 0", 74' - 0" spans 191' - 3 1/4" BK.-BK. Abutments 28' - 6" 0.0. Deck SKEW = 40°

Type of Work	Division of Cost				Total		
	FHWA	%	State	%		LA	%
Participating Construction	\$ 360,000	(80)	()	()	\$ 90,000	(20)	\$ 450,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	\$ 25,000	(100)	\$ 25,000
Construction Engineering	()	()	()	()	\$ 10,000	(100)	\$ 10,000
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 360,000				\$ 125,000		\$ 485,000

NOTE: The above costs are approximate and subject to change. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

The LA on 4-16-96/ 6-4-01, appropriated, by separate resolution, ordinance or road improvement statement, \$90,000 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with MFT Funds Other Funds.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share \$ 90,000 _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-039-01	BROS -113(22)				

6

Agreement Provisions

THE LOCAL AGENCY AGREES

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 96-17139-00-BR
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency McLean County	Section 96-17139-00-BR
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IT IS MUTUALLY AGREED:

- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 Road Improvement Statement, #3 Jurisdictional Addendum

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mr. Michael F. Sweeney

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

APPROVED

State of Illinois
Department of Transportation

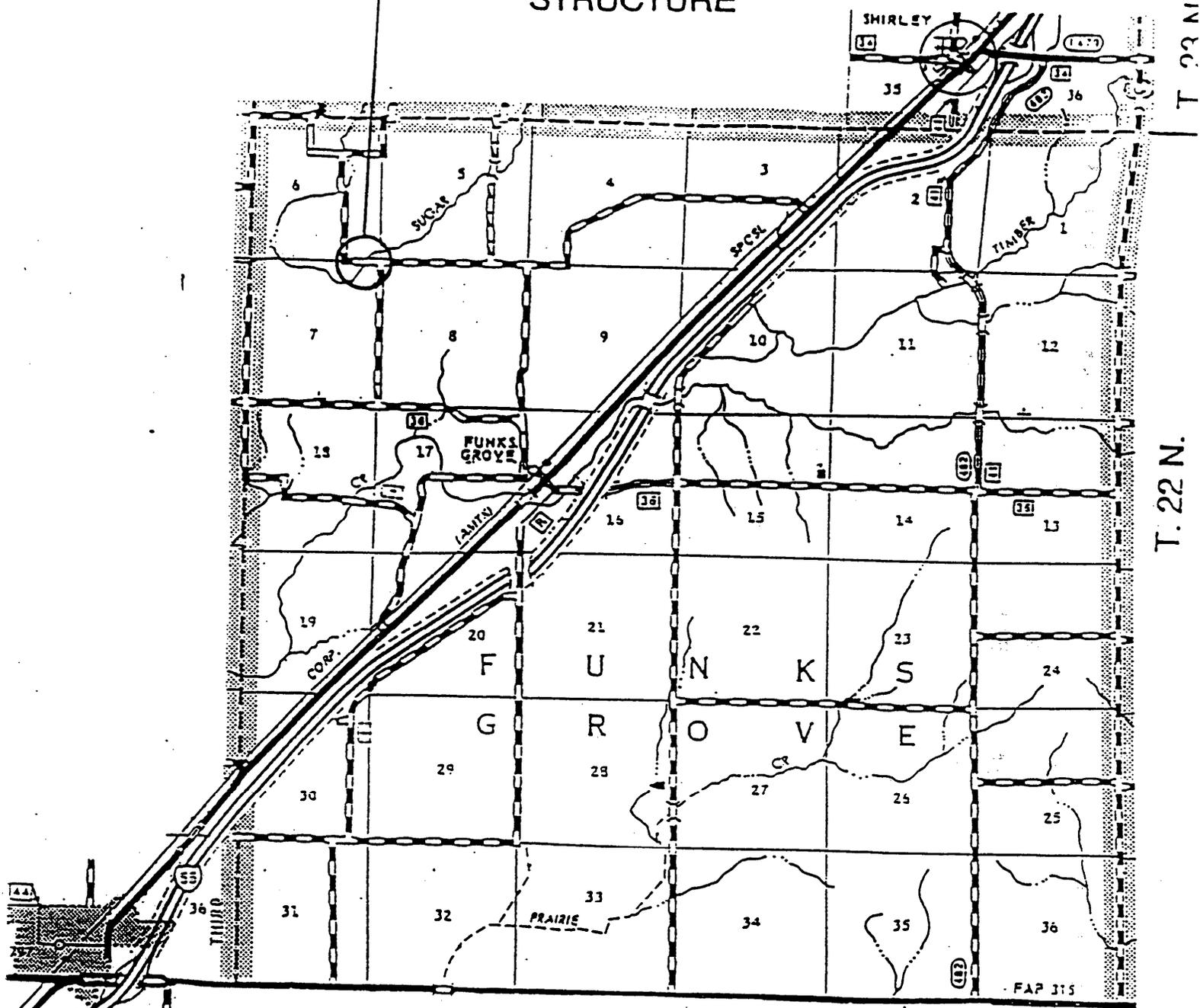
By _____
Director of Highways

Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

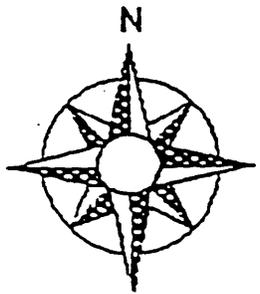
Local Agency McLean County
Section 96-17139-00-BR

**PROPOSED
STRUCTURE**



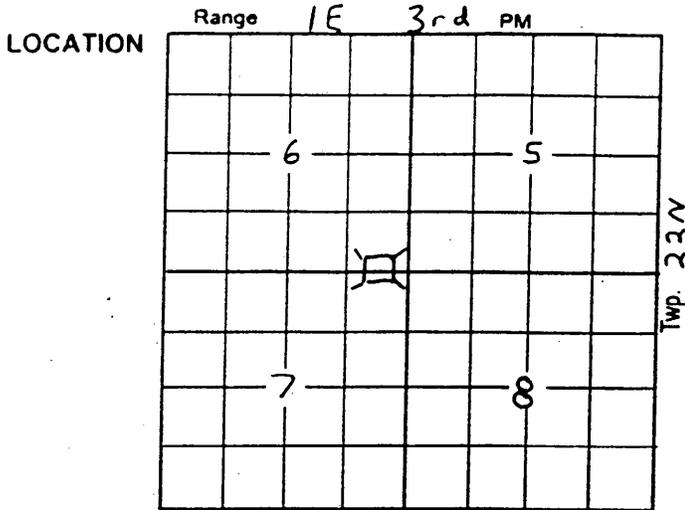
MC LEAN

R. 1 E. OF 3RD P.M.



EXISTING S.N. 057-4500
PROPOSED S.N. 057-4524

T.R. 84
SEC. 96-17139-00-BR
FUNKS GROVE ROAD DISTRICT
MCLEAN COUNTY.



County McLean

Township/Road District Funks Grove

Section 96-17139-00-BR

Type of Improvement

Roadway Structure

Other _____
The proposed improvement X is is not on a public school bus or mail delivery route.

Traffic Data

Estimated Average Daily Traffic (ADT) upon completion of improvement < 100

Design Hourly Volume (DHV) in Design Year _____

EXISTING CONDITIONS

Surface

Type Oil and Chip

Width 16
(meters, feet)

Thickness 2
(mm, inches)

Base

Type Aggregate

Width 16
(meters, feet)

Thickness 8
(mm, inches)

Structure

Existing Structure No. 057-4500

Type Bridge
(bridge/culvert)

Clear Roadway Width 22
(meters, feet)

PROPOSED IMPROVEMENT

General

Length of Improvement 700 / 0.133 Functional Classification Local Road ADT 0-250
(meters, feet) (km, miles) with Design Speed 30
(mph, kph)

Surface

Type Aggregate

Width 20
(meters, feet)

Thickness 8
(mm, inches)

Base

Type Aggregate

Width 20
(meters, feet)

Thickness _____
(mm, inches)

Structure

Prop. Structure No. 057-4524

Type Bridge
(bridge/culvert)

Clear Roadway Width 28
(meters, feet)

ESTIMATED COST

Type of Funds	Construction	Land Acquisition	Engineering	Total
County Bridge Funds	\$ 45,000		\$ 3,500	\$ 48,500
Township Bridge Funds	\$ 45,000		\$ 3,500	\$ 48,500
Federal	\$ 360,000		\$	\$ 360,000
Others/TBP	\$		\$ 28,000	\$ 28,000
Total	\$ 450,000		\$ 35,000	\$ 485,000

The current jurisdiction is the responsibility of Funks Grove and will be retained by the road district following the completion of the improvement. (This proposal may be used as an addendum to the joint agreement.)

Remarks _____

Submitted 6-4-01
Date
[Signature]
Highway Commissioner

By [Signature]
County Engineer/Superintendent of Highways

Approved _____
Date
[Signature]
IDOT District Engineer

Submit 4 copies to District Engineer

COUNTY LINE BRIDGE REPAIR PETITION

DATED: June 5, 2001

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

Repair Limco #2 Drainage Structure at 2650N, 3570E

Gentlemen:

The Transportation Committee of the County Board of McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-503 of the current Illinois Compiled Statutes, repair a drainage structure located in the West line of the SE ¼ of Section 36 T 26 N, R 5E of the 3rd P.M., Yates Road District.

That of the funds appropriated at the November 2000 meeting of the McLean County Board, \$4100.00 be used as the County's share of the cost to repair this structure

The Transportation Committee further states that the structure is located on the Livingston County Line and that the County Engineer's of the respective Counties has inspected the site of the drainage structure as mentioned above and has estimated that the cost to repair the drainage structure shall be \$ 5,000.00

The Transportation Committee further certifies that the waterway opening of the new structure exceeds 25 square feet and that the cost of construction shall be borne in proportion to the assessed value of the taxable property in the respective Counties according to the last equalized assessment now available.

Respectfully submitted,

Chairman of the Transportation Committee

Approved: _____

John M. ...
County Engineer
McLean County, Illinois

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR APPROVAL OF EQUIPMENT BIDS

WHEREAS, the McLean County Board's 2001 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) Office Copier, and

WHEREAS, DANKA, 211 Landmark Drive, Normal, Illinois, was the successful bidder at a letting held on May 30, 2001, now, therefore

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following Office Copier from DANKA, Normal, Illinois:

Toshiba E-Studio35 Copier for the amount of \$12556.48 plus \$255.00 per quarter for maintenance to include all parts and labor.

Approved by the County Board on June 15, 2001.

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on June 15, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this _____ day of _____ A.D., 2001.

[SEAL]

County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
SEALED BID TABULATION

DATE: 5/30/01
TIME: 9:00 A.M.
ITEM: OFFICE COPIER

REPLACES: TOSHIBA 2550 COPIER
PRESENT: JOHN MITCHELL, KAREN SWICK
JOY SCOTT, RANDALL MOHN (DANKA)
DATE ADVERTISED: MAY 17, 2001

VENDOR	COPIER	OUTRIGHT PRICE	PURCHASE			LEASE			COPIES OVER 8,500/MONTH OF PURCHASE OR LEASE	TRADE-IN OF TOSHIBA 2550
			QUARTERLY MAINTENANCE	TOTAL COST FOR 3 YEARS	3 YEAR LEASE PER MONTH	TOTAL COST FOR 3 YEARS	BUYOUT AFTER 3 YEARS	8,500/MONTH PURCHASE OR LEASE		
R. K. DIXON		Faxed in bid NOT SEALED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
IKON OFFICE SOLUTIONS		Did not return bid	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14 XEROX	DC432SLS	\$ 15,225.00	\$ 442.44	\$ 21,957.68	\$335.10 PLUS \$0.0089 PER COPY	\$15,507.00	FAIR MARKET VALUE	\$0.0089 FOR EACH COPY	\$ 1,300.00	
DANKA	TOSHIBA E-STUDIO 35	\$ 12,556.48	\$ 255.00	\$ 15,316.48	ORIGINAL BID WAS \$333.90 PER MONTH. SALES PERSON CALLED THEY MADE A MISTAKE IN THE BID. THEY BID 5-YR. LEASE. NEW PRICE IS \$456.82 / MO.	\$ 16,445.52	1.00	0.009	\$ 300.00	
DANKA	CANNON IR330	\$ 13,274.00	\$ 255.00	\$ 16,034.00	THE ORIGINAL BID WAS \$349.11. THIS AMOUNT WOULD CHANGE	\$ 12,567.96	1.00	0.009	\$ 300.00	
PAXTONS	CANNON IR330	\$ 21,079.00	\$ 255.00	\$ 24,139.00		\$ 24,298.20	1.00	0.010	\$	
RECOMMENDED BY HIGHWAY DEPARTMENT			PURCHASE OF TOSHIBA E-STUDIO 35 FROM DANKA AT \$12,556.48							
ACCEPTED BY TRANSPORTATION COMMITTEE										
DATE: 5/5/01										

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Kenneth D. Koons in case 01-12-Z for a map amendment to change the zoning classification of a .44 acre property from a designation of R-1 Single Family Residence District to a designation of M-1 Restricted Manufacturing District. This property is part of Section 28, Township 25N, Range 2E of the 3rd Principal Meridian and is located in Hudson Township 150 feet south of Franklin Street, which is in the Town of Hudson, and approximately 500 feet east of the Interstate 39 interchange.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 15, 2001 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT - The .44 acre property is currently vacant. The topography of the property is relatively flat and drains generally to the southeast. The property has 251 feet of frontage along Turner Drive, which curves along the east and south boundary of the property.

SURROUNDING ZONING AND LAND USES - The property is in the R-1 Single Family Residence District and is surrounded by land in the R-1 District. The land to the north is used for a single family residence. The land to the east and south is used for crop production. The land to the west is vacant.

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

1. The proposed amendment is not compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. Residences are established to the north, to the northeast and to the northwest. This property is relatively small in area, .44 acres, and is surrounded by land in the R-1 Single Family Residence District. There is no trend toward commercial or industrial use near this location. This would be an example of spot zoning.
2. The proposed zoning classification is not appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classification. The property is quite small in area, and would require a belt and screen 20 feet in width along the north and west property lines due to the R-1 Zoning of these adjacent properties. The location of this property in the R-1 District and near proximity of other residences make the property more appropriate for residential development than for commercial or industrial development.
3. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the

proposed zoning classification. Since the land is flat, safe sight distance to Turner Drive can be provided.

4. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District. Turner Drive, an asphalt road 24 feet in width, is connected to Franklin Street, a County Highway, 150 feet north of the property.
5. The proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the M-1 District will not have a substantial detrimental effect on the drainage patterns in the area if some amount of water detention/retention is provided on site.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 District. Water will be provided by the Village of Hudson. Sewage disposal would be provided by a private septic system approved by the County Health Department.
7. The proposed amendment is not consistent with the public interest, giving due consideration to the purpose and intent of the Zoning Ordinance. One purpose of the Ordinance is "to provide for orderly growth and harmonious development of McLean County consistent with established policies of the County". The proposed map amendment is not consistent with orderly growth.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from R-1 Single Family Residence District to a classification of M-1 Restricted Manufacturing District.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend denial, no member opposed, and Member David Kinsella was absent.

Respectfully submitted this 15th day of May 2001, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
James Finnigan
Rick Dean
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of William Marshall and Nancy Jo Davis in case 01-13-S. They are requesting a special use to convert a farm dwelling built after February 11, 1974 to a single family residence in the A-Agriculture District on a 7 acre property which is part of Section 34, Township 22N, Range 2E of the Third Principal Meridian and is located in Randolph Township immediately south of Road 300N approximately ¼ mile east of Road 1600E and approximately ½ mile northeast of Heyworth.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on May 15, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The seven acre property is currently used as a farm dwelling. The land is hilly, slopes generally to the north and is wooded. The property has 468 feet of frontage on the south side of Road 300N, an oil and chip road 21 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use to the north, east and west is single family residences. The land to the south is used for crop production.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicants are the owners of the original agricultural tract from which this lot is being set aside. They built the dwelling as a farm house for themselves and now want to convey the house on a separate parcel to someone else.
2. This proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, or substantially diminish property values in the immediate area. The conversion of a farm dwelling for farm owners is compatible with uses in the vicinity.
3. This proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The conversion of a farm dwelling for farm owners will not impact nearby property that is used for crop production. Single family residences are located to the north, east and west of this property.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been provided. The residence is supplied by water from a private well and sewage disposal by a private septic system. This property has 468 feet of frontage on a public road.
5. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This tract has frontage on a township road. The existing entrance is adequate and provides safe sight distance.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District; to provide for the location and govern the establishment and use of residential uses which are accessory to and necessary for the conduct of agriculture.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also that the application meets one of the individual criteria for establishment of a residential use in the A-Agriculture District. The residential use is found to be necessary for the conduct of agriculture in the area. The house was built as a farm dwelling and is now being set aside from the farm as a single family residence.

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

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, no member opposed, and Member David Kinsella was absent.

Respectfully submitted this 15th day of May 2001, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Joe Elble
James Finnigan
Rick Dean
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Rae Ann Heeren in case 01-16-S. She is requesting a special use to allow a single family residence in the A-Agriculture District on land undesirable for agricultural use on property which is part of Sections 22 and 23, Township 22N, Range 2E of the Third Principal Meridian and is located in Randolph Township immediately north of Road 450N approximately ½ mile east of Road 1550E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 7.5 acre property is in timber and grass. The topography is hilly and drains to the south. The property has 616 feet of frontage on the north side of Road 450N, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land to the north is a wooded area. The land to the east is used as a single family residence. The land to the south across the road is partially wooded and partially in crop production. The land to the west is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 94 out of 125 points. The site assessment score was 105 out of 175 points. The total LESA score was 199 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The soil score used for the land evaluation and site assessment is very low. The property is wooded and not suitable for crop production.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, is hilly and is mostly wooded.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The residence is proposed to be built in a wooded area of the property. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a private septic system. The property has 616 feet of frontage on the north side of Road 450N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner for the proposed residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

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

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

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

Respectfully submitted this 5th day of June 2001, McLean County Zoning Board of Appeals


Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Beth Wrenzinski in case 01-17-S. She is requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural use on property which is part of Sections 22 and 23, Township 22N, Range 2E of the Third Principal Meridian and is located in Randolph Township approximately 850 feet north of Road 450N approximately ½ mile east of Road 1550E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 6.6 acre property is in timber and grass. The topography is hilly and drains to the south. The property has 58 feet of frontage on the north side of Road 450N, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land to the north is a wooded area. The land to the east is used as a single family residence. The land to the south across the road is partially wooded and partially in crop production. The land to the west is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 91.5 out of 125 points. The site assessment score was 105 out of 175 points. The total LESA score was 196.5 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The soil score used for the land evaluation and site assessment is very low. The property is wooded and not suitable for crop production.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, is hilly and is mostly wooded.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The residence is proposed to be built in a wooded area of the property. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by a private well and a private septic system. The property has 58 feet of frontage on the north side of Road 450N.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner for the proposed residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

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

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

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

Respectfully submitted this 5th day of June 2001, McLean County Zoning Board of Appeals


Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Rodney and Jeanne Pierce in case 01-21-S. They are requesting a special use to allow a single family residence in the A-Agriculture on land undesirable for agricultural use on property which is part of Section 19, Township 24N, Range 1W of the Third Principal Meridian and is located in Danvers Township immediately east of Road 000E and 350 feet south of Illinois Route 9.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows.

PHYSICAL LAYOUT - The six acre property includes a creek and woods and is partly in crop production. The topography is sloping and drains to a creek running west through the property. The property has 200 feet of frontage on the west side of Road 000E, an oil and chip road 21 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land to the north, south and west is in crop production. The land to the east is partly wooded and partly used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 109.13 out of 125 points. The site assessment score was 128 out of 175 points. The total LESA score was 237.13 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. This six acre property is the north part of a 116 acre farm that is least desirable for agriculture and is split from the remainder of the farm by a creek.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The six acre site is divided from the remainder of the farm by a creek.
3. The proposed special use will not impede the orderly development of the surrounding

property for uses permitted in the district. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system. The property has 200 feet of frontage on the east side of Road 000E.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided. Road 000E is maintained by Mackinaw Township in Tazwell County. The applicant has obtained an entrance permit from the Mackinaw Township Road Commissioner.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

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

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

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

Respectfully submitted this 5th day of June 2001, McLean County Zoning Board of Appeals


Chair

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

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sharon Simmons in case 01-24-S. She is requesting a special use to allow a planned development in the Commercial District that includes an outdoor flea market in addition to retail sales on property which is part of Section 36, Township 22N, Range 1W of the Third Principal Meridian and is located in Mt. Hope Township immediately east of Old U.S. Route 66 approximately 5/8 mile northeast of the Village of McLean.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 5, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows.

PHYSICAL LAYOUT - The 1.74 acre property contains a building, formerly used as a gas station, and a parking lot. The topography is relatively flat and drains to the south. The property has 457 feet of frontage on the east side of Old Route 66 and 457 feet on the west side of Interstate I-55.

SURROUNDING ZONING AND LAND USES - The property is in the C-Commercial District. The land to the south is also in the C-Commercial District. The land to the north, east and west is in the A-Agriculture District. The land to the north and east is occupied by Interstate I-55. The land the south is used as a residence. The land to the west, across Old Route 66 and the railroad tracks is used for crop production.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The applicant proposes to use the property on one Saturday and Sunday per month for a flea market. Retail sales would take place in the building on a daily basis. Retail sales inside buildings is a permitted use in the C-Commercial Zoning District.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The proposed use is buffered from agricultural zoned property by I-55 and Old U.S. Route 66. The owner of this property also owns and occupies the commercially zoned residence to the south.

3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The adjacent land to the south, owned by the same owner as this property, is also in the C-Commercial District.
4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. Access to I-55 at this location is prohibited. Access to Old U.S. Route 66 is adequate at this location. Adequate paved parking is available with some over flow grass parking available on a temporary basis. Grass parking should be paved if used on a regular monthly basis.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The existing two entrances are adequate.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the C-Commercial District in which the special use is proposed to be located.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore, this Board recommends that a special use be granted on the property described above to allow a planned development in the Commercial District that includes an outdoor flea market in addition to retail sales with a condition that if grass parking is used on a regular monthly basis, as determined by the Director of Building and Zoning, such parking spaces need to be paved and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

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

Respectfully submitted this 5th day of June 2001, McLean County Zoning Board of Appeals


Chair

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

ORDINANCE OF APPROVAL
OF FINAL PLAT
RENEE DONALDSON SUBDIVISION, FILE S-01-04

WHEREAS, Wesley Dean and Barbara Weber as owners of the property have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Renee Donaldson Subdivision, file number S-01-04, and have executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Wesley Dean and Barbara Weber have subdivided this property into one lot in order to allow access for one home in Woodford County; and

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

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations if it is noted that the lot is not buildable and shall be limited for access to only one property in Woodford County; and

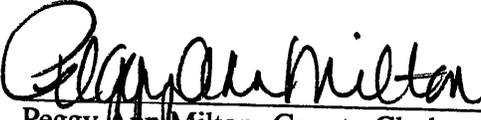
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

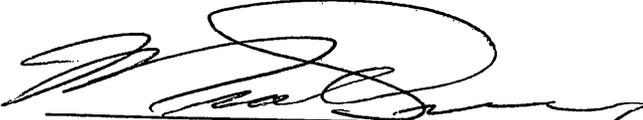
BE IT ORDAINED that the said waiver and final plat for the aforesaid Renee Subdivision be and hereby are approved if it is noted that the lot is not buildable and shall be limited for access to only one property in Woodford County.

Adopted by the County Board of McLean County, Illinois this 19th day of June 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

ORDINANCE OF APPROVAL
OF FINAL PLAT
RESUBDIVISION OF LOT 1 IN LAKE BLOOMINGTON ESTATES SUBDIVISION,
FILE S-01-05

WHEREAS, Craig Solvie as owner of the property has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Resubdivision of Lot 1 in Lake Bloomington Estates Subdivision, file number S-01-05, and has executed all agreements and documents required by the Land Subdivision Regulations of McLean County; and

WHEREAS, Craig Solvie has subdivided this property into two lots in order to allow the construction of a new single family dwelling; and

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

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations if certain grading of the property is completed in order to provide safe sight distance; and

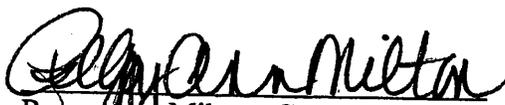
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

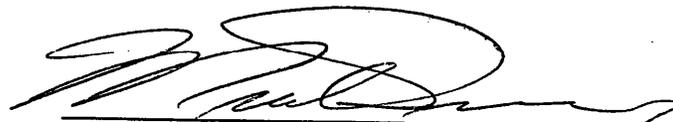
BE IT ORDAINED that the said waiver and final plat for the aforesaid Resubdivision of Lot 1 in Lake Bloomington Estates Subdivision be and hereby are approved if grading is completed and approved by the County Highway Department.

Adopted by the County Board of McLean County, Illinois this 19th day of June 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JAMES FINNIGAN
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on June 27, 2001 of James Finnigan, a member of the Zoning Board of Appeals, 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 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Finnigan as a member of the Zoning Board of Appeals for a term of five years to expire on June 27, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Finnigan and the Office of Building and Zoning.

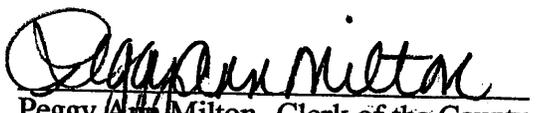
Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF BARBARA NATHAN
AS A MEMBER OF THE
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2001 of Barbara Nathan as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

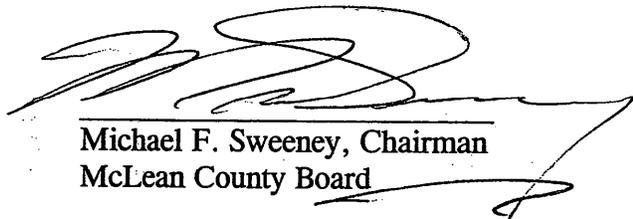
WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Barbara Nathan as a member of the McLean County Board of Health for a three-year term to expire on June 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Barbara Nathan and the McLean County Health Department.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF P. A. "SUE" BERGLUND
AS A MEMBER OF THE
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2001 of P.A. "Sue" Berglund, as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

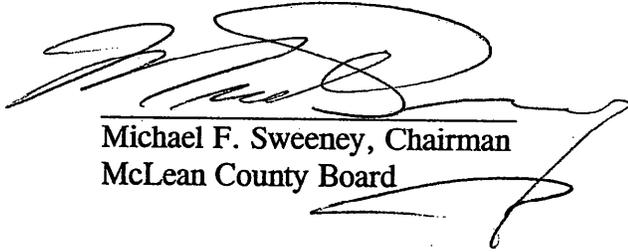
WHEREAS, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 P. A. "Sue" Berglund as a member of the McLean County Board of Health for a one-year term to expire on June 30, 2002 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 P. A. "Sue" Berglund and the McLean County Health Department.

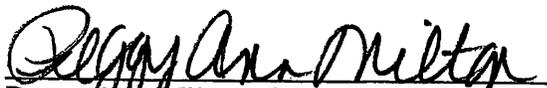
Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF BARBARA NATHAN
AS A MEMBER OF THE
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2001 of Barbara Nathan, a member of the T. B. Care and Treatment Board, 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, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Barbara Nathan as a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Barbara Nathan, and the McLean County Health Department.

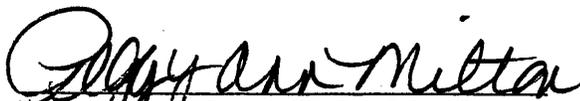
ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF CORLISS TELLO
AS A MEMBER OF THE
MCLEAN COUNTY BOARD
FUND FOR PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2001 of Corliss Tello, a member of the McLean County Board Fund for Persons with Developmental Disabilities, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Corliss Tello as a member of the McLean County Board Fund for Persons with Developmental Disabilities for a term of three years to expire on June 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Corliss Tello and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

**A RESOLUTION FOR APPOINTMENT OF DALE STINTON
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT**

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

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

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

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Dale Stinton and Albert Hoopes, Attorney for the District.

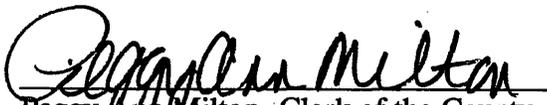
ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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RESOLUTION OF THE McLEAN COUNTY BOARD
IN RECOGNITION OF THE
SPECIAL OLYMPICS ILLINOIS STATE SUMMER GAMES 2001

WHEREAS, June 15 – 17, 2001 has been declared “Special Olympics Illinois State Summer Games;” and,

WHEREAS, approximately 3,000 police officers will carry the Flame of Hope nearly 1,500 miles, running through thousands of Illinois communities via 22 different routes to their final destination, the Special Olympics Opening Ceremonies at Illinois State University; and,

WHEREAS, the Law Enforcement Torch Run is the single largest fund-raising event benefiting Special Olympics Illinois; and,

WHEREAS, Special Olympics Illinois provides training and competition in 18 sports, through more than 170 competitions, involving more than 19,000 athletes each year; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby proclaims Friday, June 15, 2001, as “We Carry The Torch” day in McLean County
- (2) The McLean County Board hereby encourages all citizens throughout the McLean County Community to support the Special Olympics Illinois and acknowledge that support by wearing the pin, shirt, or hat designating the Law Enforcement Torch Run for 2001, by volunteering time with the Special Olympics Summer Games, or by any other means of showing support.
- (3) The McLean County Board hereby requests that a certified copy of this Resolution be given to the Sheriff of McLean County.

ADOPTED by the McLean County Board this 19th day of June, 2001.

ATTEST:


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

~~APPROVED.~~

Michael F. Sweeney, Chairman
McLean County Board

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

EXECUTIVE COMMITTEE:

Member Sommer, Vice-Chairman, presented the following:

PROGRAM TITLE: Automated Disposition Reporting

AGREEMENT NUMBER: 4699.01

PREVIOUS AGREEMENT NUMBER(S): NA

ESTIMATED START DATE: May 1, 2001

SOURCES OF PROGRAM FUNDING:
Anti-Drug Abuse Act (FFY96) Funds: \$104,712
Matching Funds: \$34,904
Total: \$139,616

IMPLEMENTING AGENCY: County of McLean

ADDRESS: 104 W. Front Street
Bloomington, IL 61702

IRS TAX IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Mike Sweeney
TITLE: McLean County Board Chair
TELEPHONE:

PROGRAM FINANCIAL OFFICER: James Boylan
TITLE: McLean County Treasurer
TELEPHONE:

PROGRAM AGENCY: County of McLean

ADDRESS: 104 W. Front Street
Bloomington, IL 61702

PROGRAM DIRECTOR: Craig Nelson
TITLE: Director, McLean County Information Services
TELEPHONE:

FISCAL CONTACT PERSON:
AGENCY:
TITLE:
TELEPHONE:

PROGRAM CONTACT PERSON:
TITLE:
TELEPHONE:

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, IL 61702, for implementation of the Automated Disposition Reporting Program.

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

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 1996:

- 1) Demand reduction education programs in which law enforcement officers participate;
- 2) Multi-jurisdictional task force programs that integrate federal, state, and local drug law enforcement agencies and prosecutors for the purpose of enhancing interagency coordination, intelligence, and facilitating multi-jurisdictional investigations;
- 3) Programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;
- 4) Providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;
- 5) Improving the operational effectiveness of law enforcement through the use of crime analysis techniques, street sales enforcement, schoolyard violator programs, gang-related and low-income housing drug control programs;
- 6) Career criminal prosecution programs including the development of proposed model drug control legislation;
- 7) Financial investigative programs that target the identification of money laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information sharing systems;
- 8) Improving the operational effectiveness of the court process by expanding prosecutorial, defender, and judicial resources, and implementing court delay reduction programs;
- 9) Programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive supervision programs, and long-range corrections and sentencing strategies;
- 10) Providing prison industry projects designed to place inmates in a realistic working and training environment which will enable them to acquire marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

- 11) Providing programs which identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;
- 12) Developing programs to improve drug control technology, such as pretrial drug testing programs, programs which provide for the identification, assessment, referral to treatment, case management, and monitoring of drug-dependent offenders, enhancement of state and local forensic laboratories;
- 13) Criminal and justice information systems to assist law enforcement, prosecution, courts, and corrections organization (including automated fingerprint identification systems);
- 14) Innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;
- 15) Addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;
- 16) Improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;
- 17) Drug control evaluation programs;
- 18) Providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;
- 19) Programs to strengthen urban enforcement and prosecution efforts targeted at street drug sales;
- 20) Programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;
- 21) Programs that address the need for effective bindover systems for the prosecution of violent 16 and 17 year old juveniles in courts with jurisdictions over adults for the crimes of (a) murder in the first degree; (b) murder in the second degree; (c) attempted murder; (d) armed robbery when armed with a firearm; (e) aggravated battery or assault when armed with a firearm; (f) criminal sexual penetration when armed with a firearm; and (g) drive-by shooting as described in section 36 of title 18, United States Code;
- 22) Law Enforcement and prevention programs relating to gangs, or to youth who are involved or at risk of involvement in gangs;
- 23) Assisting States in the litigation processing of Death Penalty Federal Habeas Corpus petitions; and
- 24) Developing or improving in a forensic laboratory a capability to analyze DNA for identification purposes; and

WHEREAS, if this agreement is for the implementation of a multijurisdictional narcotics unit program, the Implementing Agency has entered into an intergovernmental agreement with the Department of State Police and other units of local government to participate in a multijurisdictional narcotics unit for the purpose of enforcing narcotics abuse laws and investigating streetgang related offenses, and intends to act as the agent for all other units of government participating in the multijurisdictional narcotics unit with respect to receipt of such funds; and

WHEREAS, the Authority designated the County of McLean to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies problems related to drug and violent crime law enforcement and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from May 1, 2001 through March 31, 2002.

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

However, no funds will flow under this agreement for the period of October 1, 2001 through March 31, 2002, unless and until the State of Illinois receives written approval of an extension to the funding period for the Byrne Formula Grant Program (96-DB-MX-0017) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and data reports described in Section 9 of this agreement, monthly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount determined by the Executive Director of the Authority. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$104,712 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 6. MATCH

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. However, if the Implementing Agency is a State agency, the non-federal share of the program costs described in Exhibit B may be matched through the award of general revenue funds, appropriated to the Authority by the Illinois General Assembly specifically for this purpose.

Failure of the Implementing Agency to apply non-federal financial support to the program costs described in Exhibit B in the amount of at least \$34,904 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

SECTION 7. OBLIGATIONAL LIMITATION

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

SECTION 8. NON-SUPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching funds, would be made available to the Implementing Agency for drug law enforcement or violent crime control activities.

SECTION 9. REPORTING REQUIREMENTS

By the 15th day of each month, the Implementing Agency agrees to submit data for the preceding month relevant to the performance indicators listed in Exhibit A and any other data specified by the Authority.

The Implementing Agency is further required to submit monthly fiscal reports by the 15th of each month, detailing financial expenditures for the previous month, and to file a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority. Upon approval of the Executive Director, the final monthly fiscal report for the program may be accepted as the final financial status report.

The Implementing Agency agrees to comply with the National Institute of Justice Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Anti-Drug Abuse Act of 1988. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

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

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

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

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

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

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

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 13. MAINTENANCE OF RECORDS

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

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

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 15. INSPECTION AND AUDIT

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

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

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

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

SECTION 16. CLOSE-OUT REQUIREMENTS

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

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 19 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1,

1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment

opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

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

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

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

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

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due

process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Anti-Drug Abuse Act of 1988. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 21. BRIBERY AND FELONY CONVICTION

The Implementing Agency certifies that it is not barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500).

SECTION 22. ASSIGNMENT

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

SECTION 23. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written

contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated.

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

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

SECTION 24. INDEPENDENT CONTRACTOR

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

SECTION 25. EXHIBITS, AMENDMENTS

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

SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Anti-Drug Abuse Act of 1988, the Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988), the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;

- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

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

SECTION 27. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

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

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

SECTION 28. CERTIFICATION REGARDING LOBBYING.

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

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 31. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 32. COPYRIGHTS, PATENTS

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

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

SECTION 33. PUBLICATIONS

The Implementing Agency shall submit to the Authority, copies, the number of which to be specified by the Authority, of any publication issued by the Implementing Agency describing programs or projects funded in whole or in part with ADAA funds. Any such publication shall contain the following statement:

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

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

SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Name: County of McLean

Taxpayer Identification Number:

Employer Identification Number: 37-6001569

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

Legal Status:

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

SECTION 35. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 37. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with

federal and State laws, and regulations.

SECTION 38. INTEGRATION

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

SECTION 39. SEVERABILITY

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

SECTION 39.5 SPECIAL CONDITIONS

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

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

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

If the contractor payment rate exceeds \$450 for an 8 hour day (\$56.25 per hour), items A through F must be submitted for **PRIOR** Authority review and approval.

If the contractor payment rate is for \$450 for an 8 hour day or less, items A through F must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of this agreement, the Implementing Agency must submit this documentation for Authority review and approval as directed by the Authority.

The following items are necessary for Authority approval of contractor payments:

- (A) Descriptions of the processes by which the Implementing Agency came to select such contractors;

- (B) Professional qualifications of the selected contractors;
- (C) Complete descriptions of the services to be provided by the contractors;
- (D) Documentation and justification of the costs of services to be provided by the contractors, including evidence of the reasonableness of such costs and consistency of such costs with similar services performed by equally qualified individuals;
- (E) Certification that contractors will not receive regular salary payment from another source for the hours during which the services will occur, in addition to the payment contractors will receive pursuant to this agreement;
- (F) Evidence of past payment, for equivalent services, equal to the rate of pay that will be provided through this agreement, or compelling justification as to why contractors should be paid higher rates for services described in Exhibits A and B than paid for services previously rendered; and

The Implementing Agency must submit copies of all contracts for \$25,000 or more that it anticipates entering into with selected contractors, **PRIOR** to their approval by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 40. ACCEPTANCE

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

_____ Candice M. Kane Executive Director Illinois Criminal Justice Information Authority	_____ Date
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_____ Mike Sweeney McLean County Board Chair	_____ Date
----------------------------------------------------	---------------

_____ James Boylan McLean County Treasurer	_____ Date
--------------------------------------------------	---------------

_____ Craig Nelson Director, McLean County Information Services	_____ Date
-----------------------------------------------------------------------	---------------



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identifying the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 - b. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 1. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
 9. For a covered Federal action where there has been an award or loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI)>
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046); Washington, D.C. 20503.

Exhibit A
County of McLean
Automated Disposition Reporting
Agreement #4699.01

I. Summary

McLean County Government serves approximately 140,000 citizens of central Illinois, including the city of Bloomington, the town of Normal and the surrounding outlying municipalities. McLean County Government currently provides all standard county services, housing the offices of the Sheriff, State's Attorney, Public Defender, Circuit Clerk, County Clerk, Recorder, Coroner as well as other elected and appointed officials. McLean County also maintains a centralized booking system within our county jail.

Since September of 1997, McLean County has been building and has placed into production an integrated justice system, developed with a large reputable vendor. The integration of this system can be viewed as both vertical and horizontal in nature.

The vertical integration of our project exists in that the same information entered by our local law enforcement agencies is passed to the offices of the State's Attorney, Public Defender, 911 and Circuit Clerk's office without the need for re-entry. A pro-active workflow design allows each of these offices to be notified electronically as to what action needs to be taken regarding a specific arrest or case or booking or incident. A person-centric design allows all relevant information about an individual, such as bookings, warrants and court cases to be readily accessed from one screen.

The horizontal nature of the integration is reflected in that it has brought all the major law enforcement agencies within McLean County into the same centralized computer system. This allows for sharing of information, centralized modernization of technological tools, and has fostered an extremely high level of cooperation between these agencies. This project is referred to as our I.J.I.S. project (Integrated Justice Information System).

Our request is for assistance in implementing Automated Disposition Reporting to the State of Illinois from within our Circuit Clerk's office. This has long been identified as a component which our system needs to provide, and requirement gathering has been ongoing. This will allow an automated program to replace what is now an extremely time-consuming manual process. The program will provide the information and state-mandated reports to the State of Illinois.

The vision is that at the touch of a button, an electronic file will be generated, in a format compliant with the Administrative Offices of Illinois Courts (A.O.I.C.) requirements for dispositional reporting. This generated file can then be electronically forwarded to the state at regular intervals, supplying all the needed information regarding the disposition of cases heard in McLean County.

II. Statement of Problem

The Circuit Clerk's office is required to report dispositions for cases that have been heard. This includes felony, misdemeanor, contempt of court and traffic cases. Currently the process of manually reporting these dispositions to the State of Illinois is an extremely labor-intensive one. Coupled with a rapid growth rate in McLean County (fastest in Illinois south of the Chicago suburbs) the problem is quickly growing worse.

Below is a table showing the volume of cases and charges filed over the last five years. A disposition must be filed for each charge which is included when the case reaches court. The abbreviation CM represents Criminal Misdemeanor, CF is Criminal Felony and CC is Contempt of Court.

Year	CM Cases	CM Charges	CF Cases	CF Charges	CC Cases	CC Charges
1996	2514	3244	1145	2326	8	8
1997	2208	2907	616	1229	13	13
1998	2074	3218	529	1426	4	4
1999	3036	4468	1496	3931	5	5
2000	2978	4028	1859	5778	11	11

Though sporadic, it's apparent that McLean County is facing an increase in cases and charges which must be reported. Total charges of misdemeanor, felony and contempt of court as listed above total 5578 in 1996, and 9817 in 2000, an increase of 56.8% over the last five years.

This is in addition to the nearly 40,000 citations which also must be reported to the state. In the citation process each citation (ticket) is a three-part citation. One (white) copy is returned to the issuing law enforcement agency, one (yellow) copy returned to the Secretary of State, and one (white) copy is kept by the Circuit Clerk's office. The disposition of the citation is currently manually recorded on each of these three copies, and is also entered into our electronic integrated justice information system. Given a current volume of nearly 40,000 citations annually, this is a massive task. In addition, determining whether a disposition has been returned to a law enforcement agency is currently based upon whether or not the law enforcement portion of the citation is found physically attached to the clerk copy.

In addition, if court supervision has been ordered, a separate report of referral must be completed manually and filed with the Secretary of State.

Under Illinois law, criminal dispositions are to be reported within 30 days which is becoming a difficult task. In addition, our citation backlog is in the area of 30-60 days where our goal is 10 days. Multiple problems arise from the Circuit Clerk's office being unable to keep up with this volume.

Perhaps the most serious consequence is that the officers of the court may unknowingly be working with inaccurate and dated information. For instance, a judge may sentence inaccurately where a sentencing is being held on a case subsequent to one for which a disposition has not yet been recorded. The abstracts from which the court is drawing it's information will not be current, not having been updated in a timely fashion.

A second problem is inherent in our current manual process. Clerks are trained to perform a certain routine in regards to their paperwork, and they do that well. However, in our manual filing of dispositions, certain crimes which involve motor vehicles require additional information to be forwarded to the Secretary of State. Currently the system relies on the clerk processing the paperwork to recognize that type of crime and report it. This has at times failed McLean County.

An article appeared in our local paper, The Pantagraph, this last February related to just such an occurrence. McLean County failed to forward information on Edwin Palma to the Secretary of State regarding Mr. Palma who was sentenced in 1997 to 12 years in prison. He had crashed into a vehicle on Interstate 55 north of Normal, killing two sisters from El Paso. Following up on this problem, McLean County located at least 20 more cases which were retroactively reported following the investigation.

The cause in McLean County was determined to be that in filing hundreds of cases and citations day after day, one of the clerks missed the fact that another form needed to be filled out and manually submitted because the offense involved a motor vehicle.

There is likewise a great deal of overhead, and thus cost to the citizens of McLean County, in terms of the number of hours it takes for the Circuit Clerk's office to manually process the disposition of each case or citation.

The manual process causes delays not only from within McLean County, but also at the office of the Secretary of State. According to Mr. Bruce Tanner from the Illinois Secretary of State's office, he reports that their office has a minimum three to four week processing delay on dispositions filed manually, whereas dispositions filed electronically are posted within 24 hours. Mr. Tanner also reports a higher accuracy rate using electronically filed dispositions. Typically electronic dispositions are filed with mandatory codes edited by the program on the front end. However, he states that his staff sometimes encounters delays trying to decipher or confirm the handwriting and language of dispositions recorded manually. Mr. Tanner states that electronic filing also automatically generates for their office the notices of revocation and/or suspension. These same savings apply to Court Supervisions being done on an electronic referral form versus the manual referral form.

III. Goals, Objectives and Performance Indicators

Our goal is to provide improved safety to the citizens of McLean County and reduce the many associated overhead costs to our citizens.

We plan to do so by accomplishing the following objectives:

1. Develop within our currently existing electronic justice system the ability to report our criminal and traffic dispositions in the electronic format approved by the Administrative Offices of Illinois Courts.
2. Bring McLean County into compliance with the reporting timeframe restrictions mandated by the state (Our goal being 30 days for criminal and 10 days for criminal).
3. Provide more accurate information to our court personnel and to the Secretary of State.
4. Improve the accuracy of our dispositional reporting by eliminating the gap that exists in requiring a clerk to recognize whether a certain crime also requires submission to the Secretary of State.
5. Decrease the amount of intensive manual labor needed to fulfill the reporting requirements in the Circuit Clerk's office, thereby decreasing the overall cost to taxpayers in supporting that effort.
6. Decrease the amount of manual labor required to handle manually submitted dispositions in the Secretary of State's office.
7. Install a method and audit trail by which we can confirm whether criminal and traffic dispositions have been transmitted to the State of Illinois or not.

IV. Program Strategies

The most significant leverage we can gain in creating our solution is in using the information already being captured within our Integrated Justice Information System. Many, though not all, of the data elements required for the automatic reporting we would like to do are already a part of our automated workflow.

Given the need for our system to maintain integrity and consistency, we plan to contract with TRW, who has been our vendor in creating the Integrated Justice Information System thus far. A look and feel within the program which is congruent with that already in place is critical.

TRW would then create a work order proposal, upon which much of our budget is currently based, and submit that work order to McLean County as a contract for services at a fixed cost. Most of the requirements gathering for this process has already taken place. These costs are reflected in the Attached Budget, as well as in Attachment 1 and Attachment 2 which represent the proposed contract with TRW.

After approval of the contract by the McLean County Board, TRW will work with the Information Services to develop coding, testing, and implementation dates. A suggested timeframe is provided in Section V.

In addition to the new program which will eventually generate the required file, several screens which already exist within our application will need to be modified in order to capture more data elements than they already are. These details can be found in Attachment #1. Where an 'element' is referred to, we are referencing Tab #1 and Tab #8 of the ADR Data Dictionary provided by the Administrative Office of Illinois Courts, which defines the file layouts and elements for electronic dispositional reporting.

The contract governing our development can found in Attachment #1. The costs associated with this development are summarized in Attachment #2. The specific requirements for development and design as we understand it are detailed in Attachment #3, and reference the ADR Data Dictionary, a rather substantial publication from the Administrative Office of Illinois Courts.

Implementation Schedule

Below is a suggested implementation schedule, subject to adjustment by both McLean County and TRW. The goal is to implement into production for January 1, 2002.

Task	Start Date	End Date	Personnel Responsible
Creation of contract with TRW	Now	4/30/01	Craig Nelson (IT) Todd Thompson (TR)
Approval of contract by Justice Committee	5/7/01	5/7/01	Craig Nelson (IT)
Approval of contract by McLean County Board	5/15/01	5/15/01	Craig Nelson (IT)
Forwarding of requirements and contract to TRW	5/18/01	5/18/01	Craig Nelson (IT) Todd Thompson (IT)
Preliminary computer coding in Denver by TRW	5/21/01	10/01/01	TRW Staff
Delivery of preliminary code to McLean County for Review And preliminary training of McLean County staff.	10/01/01	10/01/01	TRW Staff
User acceptance testing by McLean County	10/01/01	10/15/01	Sandy Parker (Circuit)
Necessary modifications by TRW to codeset	10/15/01	11/19/01	TRW Staff
Final testing and training by McLean County	11/19/01	12/03/01	Sandy Parker (Circuit)
Integration and rollout into production system	01/01/02	01/01/02	John Jongky (IT)

Attachment #1

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS) MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #9

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

Consulting Services Topic:

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

Objectives of Consulting Services:

To provide services on a Fixed Price basis for the development and implementation of computer applications software modifications and associated materials. The objective of this Work Order includes the following major initiatives:

Capture data requirements and produce an electronic file for the McLean County Clerk of Courts Office to meet the State Of Illinois Requirements for Automatic Disposition Reporting of Criminal Cases.

Location of Consulting Services:

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

Activities to be Performed:

TRW will perform the following services:

- Software engineer to develop, modify, or repair programs, procedures and other facilities that are necessary or useful to perform the specified automated tasks in accordance with the attached requirements document.

Type and Description of Materials to be developed/provided:

For each process outlined under the Objectives of Services in this Work Order, TRW shall prepare the following:

- Technical specifications for the programs, prototypes and other related

materials that are to be a part of the recommended design

- The most current source code, program narratives and other materials related to the computer programs produced by TRW, pursuant to this Work Order.
- User documentation which shall clearly describe the anticipated source, format and use of all data elements, included in the Services.
- Operational instructions for computer operations personnel.
- Written training materials for COUNTY employees that are end users, computer operations and technical development and support personnel. Such materials shall include, but not be limited to, manuals, automated "help" materials, training syllabuses and other related materials.

Deliverable Materials:

a. The following list identifies the Deliverables that may be associated with this Work Order. TRW grants to the COUNTY a perpetual, non-exclusive and non-transferable license to these Deliverables. Any items indicated as based in application software (*) are considered part of the TRW E*Justice System application software associated with this Work Order and are subject to the terms and conditions of the Integrated Justice Information System Master Software License Agreement.

- Process / Workflow Diagrams *
- Functional Requirements Report
- Testing Plan *
- Database Schema *
- Documentation / Manuals *

b. Any materials not identified, as Deliverables that are created as a part of consulting services associated with this Work Order will be considered working papers and not Deliverables. All of these materials are to be owned by TRW unless otherwise mutually agreed to by TRW and the COUNTY.

Work Order Price:

TRW will perform the services described in this work order on a Fixed Price basis in accordance with the TRW proposal included herein as attachment 1.

Price/Invoice and Payment:

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

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

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

Completion Date:

The Services in this Work Order shall begin immediately upon the execution of this agreement and ending on January 31, 2002 or completion of the assigned tasks whichever occurs first.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff dated December 11, 2000, from the TRW Cost Proposal.

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

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

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

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

 Signature

 Signature

 Printer or Typed Name

 Printed or Typed Name

 Title

 Title

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Attachment #2

TRW proposal for Automated Dispositional Reporting

The TRW proposal represents a Fixed Price Proposal to McLean County. The following required tasks are necessary to complete the work order, based on the requirements, identified in attachment #2.

<u>Task</u>	<u>Price</u>
Development	\$ 43,092.00
Design	\$ 23,238.00
Quality Assurance / Testing	\$ 21,742.00
Documentation	\$ 2,108.00
Training	\$ 7,900.00
Rollout Support	\$ 19,340.00
Project Management	\$ 17,476.00
Travel Costs	\$ 4,720.00
Total Work Order Price	<hr/> \$ 139,616.00

Attachment #3

TRW used the following known requirements as a basis to prepare the Automated Disposition Reporting fixed price proposal for McLean County. The requirements comply with Tabs 1 and 8 of the State of Illinois Automated Disposition Reporting data dictionary.

TRW understands the importance of maintaining the baseline schedule as a mechanism to control costs. Therefore, as new requirements are discovered during the performance of this Work Order, they may be added to the original baseline requirements document through the change order procedure as addendum's. Each additional requirement will be proposed using the appropriate labor rates for professional services and will include the detailed impacts to the baseline schedule. No effort against new requirements will begin without prior written authorization from the county.

Automated Disposition Reporting Requirements

- 1) According to Phyllis Nelson, the State of Illinois only requires Counties to comply with Tab 1 and Tab 8 of the Automated Disposition Reporting (ADR) dictionary published by the State Of Illinois. The information from Tab 1 and Tab 8 of the State of Illinois Automated Disposition Reporting data dictionary have been attached for reference.
- 2) The County would need the ability to produce an ASCII type file from E*JS to send electronically to the State of Illinois. The production of the ASCII file should save the output data to a new Table so the County will be able to run ad-hoc queries and produce hard copy reports. ASSUMPTION: There is no requirement to capture and perform any error handling to be received from the state. The Table will be used to track ADR records, when they were created, by what user and when they were sent.
- 3) An additional requirement is to flow through the DCN number from the field arrest screen to the Case number. This would be a one to many relationship (One DCN could be related/linked to several cases). The majority of offenses would have only one DCN per arrest but there can be cases that have multiple DCN per arrest such as warrants, etc. The way these are manually reported is that the Clerks Office enters a special disposition code to designate the DCN as a duplicate and the original disposition is reported on the first DCN. For cases having multiple DCN's the application should report the final disposition on the first DCN generated for the Case/Arrest Card and the other DCNs would report the duplicate disposition code. The application should pull the duplicate disposition value from the E*JS maintenance Table.
- 4) Include the ability to track revised dispositions and the ability to resubmit the dispositions to the State. A revised disposition would be classified as a change to a disposition that has already been submitted to the State on a previous ADR.
- 5) Add an List of Values (LOV) to the Citation screen for placarded vehicles.
- 6) Add new processing of lesser included charge or amended charge processing.

- 7) Clerks office-Need a field of status date added to the count level for all court cases. This is needed to accurately indicate the status of counts for traffic and DT cases. Some counts may be closed at the same time others are open. This will be necessary to allow automated disposition reporting. When the user attempts to close the case a prompt should be displayed to ask the user if they wish to close all of the counts on the case. If the user selects no then the case status should remain open.
- 8) Determining Elements 158-167.

This requires the following new columns be added to the Charge Disposition and Sentence type Tables. SOS (Secretary of State), SPC (State Police Traffic), SPT (State Police Criminal), MIN (Mandatory Insurance), SFR (Safety and Family Responsibility).

The reporting requirements for the each element would be as follows.

#158 - This would be reported if the SOS column(data element) on the Offense Table has a value and the SOS (Secretary of State) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#159 - This would be reported if the SOS column(data element) on the Offense Table has a value and the SPC (State Police Traffic) column on the Charge Disposition or Sentence Type Table has a value and the Agency Code on the Citation is identified as State Police (This would require an E*JS maintenance entry to allow multiple values to define which Police agencies are State Police Agencies. There may be different agencies for separate divisions of the State Police). Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#160 - This would be reported if the BOI column(data element) on the Offense Table has a value and the SPT (State Police Criminal) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#161- This would be reported if the SOS column(data element) on the Offense Table has a value and the MIN (Mandatory Insurance) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#162- This would be reported if the SOS column(data element) on the Offense Table has a value and the SFR (Safety and Family Responsibility column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

Data Elements 163 - 167 are undetermined at this time. These may be needed in the future.

- 9) Determining element 169. This would default to a value of (CIR) for McLean County. This should be a maintenance Table setting.
- 10) Determine Element 171. This will be Determine by using citation type.
- 11) Determine Child Support Account Number by using miscellaneous Id field on Person Screen.
- 12) The Clerk's office needs a field to capture the status and date at the charge count level on the case person management screen for all court cases. The status field is needed for automated disposition reporting to accurately indicate the status of all charge counts for traffic and DT case types.

Additionally, some charge counts may be closed at the same time others are open. When the user attempts to close the case a prompt should be displayed to ask the user if they wish to close all of the charge counts on the case. If the user selects no then the case status should remain open. Also the status field should be it's own separate field in case the user wish to turn the display on or off.

EXHIBIT B: BUDGET
County of McLean
Automated Disposition Reporting
Agreement #4699.01

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Anti-Drug Abuse Act (FFY96)	\$104,712.00
	Subtotal:	\$104,712.00
Match:	County of McLean	\$34,904.00
	Subtotal:	\$34,904.00
Program Income:	None	
	Subtotal:	
Non-Match:	None	
	Subtotal:	
	GRAND TOTAL	\$139,616.00

Exhibit B - Budget

Program Title: Automated Disposition Reporting
Agreement # 4699.01

	Federal Amount	Match Contribut.	Total Cost
GRAND TOTAL	\$104,712.00	\$34,904.00	\$139,616.00
CONTRACTUAL			
TOTAL COST	<u>\$104,712.00</u>	<u>\$34,904.00</u>	<u>\$139,616.00</u>

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Budget Narrative
Agreement #4699.01

Contractual

Funds will be used to enter into an agreement for development of the automated disposition-reporting module in the IJIS project.

Members Sommer/Berglund moved the County Board approve a Request for Approval of an Interagency Grant Agreement with the Illinois Criminal Justice Information System Authority for Automated Disposition Reporting - Integrated Justice Information System - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

RESOLUTION AMENDING THE TERM OF THE EMPLOYMENT AGREEMENT
WITH THE COUNTY ADMINISTRATOR

WHEREAS, the County of McLean desires to continue its employment relationship with Mr. John M. Zeunik, County Administrator; and,

WHEREAS, the Executive Committee of the County Board has conducted an annual performance review of the County Administrator and has recommended that the term of the Employment Agreement between McLean County and Mr. John M. Zeunik be extended for a period of five years; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a one-time bonus payment of \$3,500.00 to Mr. John M. Zeunik; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve an increase in the County Administrator's deferred compensation retirement payment from \$7,490.00 to \$8,500.00; now, therefore,

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

(1) That the term of the Employment Agreement between McLean County and Mr. John M. Zeunik shall be extended until June 19, 2006.

(2) That the County Board authorizes and approves a one-time bonus payment of \$3,500.00 to Mr. John M. Zeunik.

(3) That the County Board authorizes and approves an increase in the County Administrator's deferred compensation retirement payment from \$7,490.00 to \$8,500.00.

(4) That the Employment Agreement between McLean County and Mr. John M. Zeunik be amended in accordance with the provisions of this Resolution.

(5) That the Chairman of the McLean County Board is hereby authorized to sign and execute the Employment Agreement, as amended, between McLean County and Mr. John M. Zeunik.

(2)

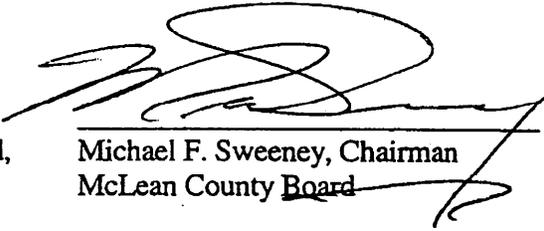
(6) That the County Clerk shall provide a certified copy of this Resolution to Mr. John M. Zeunik, County Administrator, and to the McLean County Board Chairman.

ADOPTED by the McLean County Board this 19th day of June, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Rodman moved the County Board approve a Resolution Amending the Term of the Employment Agreement with the County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the remainder of the Executive Committee's reports are located on pages 79-109.

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

CONTRACT

This Contract, entered into this 1st day of August, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. John L. Wright Jr., is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,838.68 per month.

The Special Public Defender agrees to:

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

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

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on August 1, 2001, and terminate on December 31, 2001.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

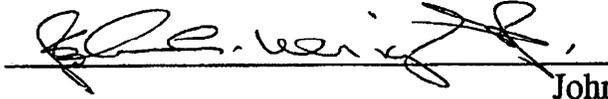
For the Attorney:

John L. Wright, Jr.
2406 East Washington
Bloomington, IL 61704

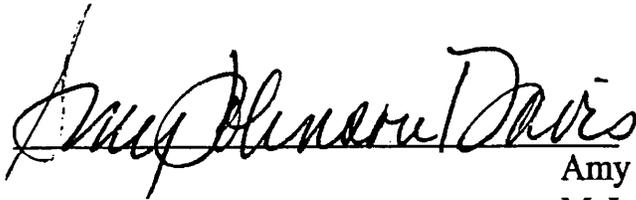
11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days'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

IN WITNESS THEREOF, the parties have affixed their respective signature on the date 25th day of June, 2001.

APPROVED:



John L. Wright, Jr.
Attorney at Law



Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

Members Sommer/Selzer moved the County Board approve a Request for Approval of a Contract for Special Public Defender with Attorney John L. Wright Jr. - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

AGREEMENT FOR DENTAL CLINICIAN SERVICES

THIS AGREEMENT, made this 19th day of June, 2001, by and between the McLEAN COUNTY BOARD, (hereinafter known as the "BOARD"), and DENNIS R. KRUG, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the "DENTAL CLINICIAN").

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992) to provide medical and dental care to inmates housed at the McLean County Adult Detention Facility; and

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Adult Detention Facility; and

WHEREAS, the Dental Clinician has the capacity to provide such service;

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services, including examination and treatment of inmates of the McLean County Adult Detention Facility who are referred for services by designated nursing staff.
2. Provide dental assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Adult Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.
9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental

Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department, and the McLean County Board, and executed through the McLean County Adult Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs which exceed the terms of this Agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. Provide compensation to the Dental Clinician at an hourly rate of \$122.40 portal to portal in addition to a monthly stipend of \$91.93 payable monthly upon invoice by the Dental Clinician for the services provided beginning on May 1, 2001 through December 31, 2002.

IT IS FURTHER AGREED:

1. The parties enter into this Agreement on the date first stated above and further the Agreement shall be retroactive to May 1, 2001 and terminate on December 31, 2002.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that the Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of the Agreement. However, the Board reserves the right to inspect the Dental Clinician's work and

service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.

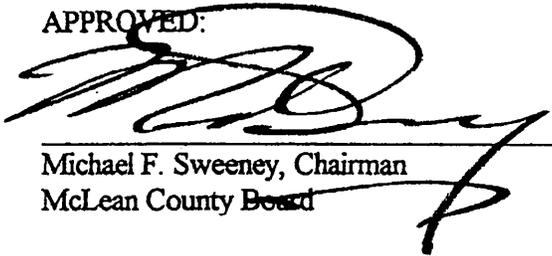
5. In the event the Board's equipment is used by the Dental Clinician or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days' written notice.
 - b) At the request of the Board upon thirty (30) days' written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

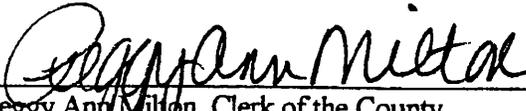

Dennis R. Krug, D.D.S.


David Owens
McLean County Sheriff

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

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Members Sommer/Renner moved the County Board approve a Request for Approval of a Contract between McLean County and Dennis Krug, DDS, for Dental Clinician Services - Adult Detention Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE DIRECTOR OF COURT SERVICES
TO APPROVE AND EXECUTE CONTRACT AGREEMENTS
WITH GRADUATE STUDENTS FROM ILLINOIS STATE UNIVERSITY**

WHEREAS, during the academic year, McLean County Court Services Department enters into an agreement with Illinois State University to provide graduate assistants to the Court Services Department; and,

WHEREAS, during the academic year, the graduate assistants provide valuable services to the adult probation staff in the following areas: intake, community service, and pre-sentence investigation reports; and,

WHEREAS, the contract services provided by the graduate assistants from Illinois State University are funded by the fees collected from adult probation clients and deposited in the Adult Probation Services Fee Fund; and,

WHEREAS, McLean County Court Services Department desires to continue using the valuable services provided by the graduate assistants during the summer months and during other Illinois State University holiday breaks; and,

WHEREAS, the Director of Court Services has requested approval of a Master Contract Agreement form which would be used during the summer months and during the Illinois State University holiday breaks to contract for services with the graduate assistants; and,

WHEREAS, the Justice Committee, at its regular meeting on June 4, 2001, recommended approval of the request received from the Director of Court Services; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- 1) The Director of the McLean County Court Services Department is hereby authorized to approve and execute a Master Contract Agreement form during the summer months and during the Illinois State University holiday breaks to contract for services with graduate assistants.
- 2) The contract services provided by the graduate assistants from Illinois State University shall be funded by the fees collected from adult probation clients and deposited in the Adult Probation Services Fee Fund

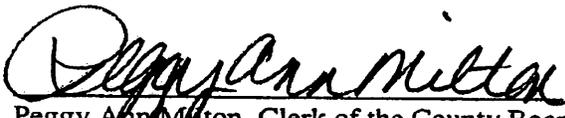
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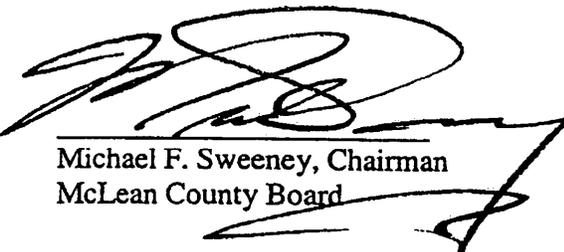
- 3) A copy of the proposed Master Contract Agreement form to be used by the Court Services Department is attached to this Resolution.
- 4) The County Clerk shall forward a certified copy of this Resolution to the Director of the Court Services Department, the Chief Judge of the Eleventh Circuit Court, the County Auditor, and the County Administrator

ADOPTED by the McLean County Board this 19th day of June, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Johnson moved the County Board approve a Request for Approval of a Resolution Authorizing the Director of Court Services to Approve and Execute Contract Agreements with Graduate Student for Illinois State University - Court Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PROGRAM TITLE:	Services to Victims of Child Abuse
AGREEMENT NUMBER:	2854
PREVIOUS AGREEMENT NUMBER(S):	N/A
ESTIMATED START DATE:	September 1, 1999
SOURCES OF PROGRAM FUNDING:	
Victims of Crime Act (FFY98) Funds:	\$81589
Matching Funds:	\$20397
Over Match:	\$
Total:	\$101986
IMPLEMENTING AGENCY:	County of McLean on behalf of the Child Protection Network
ADDRESS:	104 West Front Street, Room 706 Bloomington, Illinois 61701
IRS TAX IDENTIFICATION NUMBER:	37-6001569
AUTHORIZED OFFICIAL:	Charles P. Sweeney
TITLE:	McLean County Board Chair
TELEPHONE:	309/888-5110
PROGRAM FINANCIAL OFFICER:	James E. Boylan
TITLE:	McLean County Treasurer
TELEPHONE:	
PROGRAM AGENCY:	County of McLean on behalf of the Child Protection Network
ADDRESS:	104 West Front Street, Room 706 Bloomington, Illinois 61701
PROGRAM DIRECTOR:	Billie M. Larkin
TITLE:	Director
TELEPHONE:	309/888-5854
FISCAL CONTACT PERSON:	Billie M. Larkin
AGENCY:	County of McLean on behalf of the Child Protection Network
TITLE:	Director
TELEPHONE:	309/888-5854
PROGRAM CONTACT PERSON:	Billie M. Larkin
TITLE:	Director
TELEPHONE:	309/828-7063

Amendment #01 to Interagency Agreement #2854

Sections 5 and 6 of Agreement #2854 between the County of McLean on behalf of the Child Protection Network and the Illinois Criminal Justice Information Authority for the implementation of the Services to Victims of Child Abuse Program are amended to read as follows:

SECTION 5. PAYMENT

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

The Implementing Agency shall establish procedures approved by the Executive Director of the Authority for receiving and expending Victims of Crime Act funds and matching funds.

The maximum amount of federal funds payable under this agreement is \$81,589 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least one-fifth of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received. Failure of the Implementing Agency to provide financial support in the amount of at least \$20,397 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded. Matching funds shall be documented so as to be subject to audit.

Exhibit B is revised per attached revised Exhibit B dated May 16, 2001.

All other provisions remain in effect.

The terms and conditions stated herein are hereby accepted by the proper officers and officials of the parties hereto:

Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority

Date

~~Gary Riss~~ *Mike Sweeney*
Board Chair
McLean County

Date

James E. Boylan
Treasurer
McLean County

Date

Billie Larkin
Billie M. Larkin
Director
Child Protection Network
Childrens Advocacy Center

5-21-01
Date

EXHIBIT B: BUDGET

County of McLean on behalf of the Child Protection Network
Services to Victims of Child Abuse
Agreement #2854
Revised 05/16/01

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Victims of Crime Act FFY98	\$81,589.00
		Subtotal: \$81,589.00
Match:	Local	\$20,397.00
		Subtotal: \$20,397.00
Program Income:	None	
		Subtotal:
Over Match	None	\$ -
		Subtotal: \$ -
	GRAND TOTAL	\$101,986.00

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854
 Revised 05/16/01

Personnel Services

<u>Job Title</u>	<u>***Annual Salary</u>	<u># Months On Program</u>	<u>% Time On Program</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Case Manager	\$ 29,521.00	10.5**	100 \$	- \$	- \$	- \$
*Case Manager	\$ 34,521.00	13.5**	100 \$	44,042.00 \$	20,397.00 \$	64,439.00 \$
Volunteer recruitment Coordinator	\$ 11,520.00	10.5**	100 \$	- \$	- \$	- \$
*Volunteer recruitment Coordinato	\$ 14,548.00	13.5**	100 \$	26,068.00 \$	- \$	26,068.00 \$

* Indicates salary increase

** Approximate

***Includes Fringe Benefits and Over-time

93

\$	70,110.00	\$	20,397.00	\$	90,507.00
TOTAL PERSONNEL COST					
\$	70,110.00	\$	20,397.00	\$	90,507.00

93

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

<u>Equipment</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Computers & Printers	\$ 5,700.00	\$ -	\$ 5,700.00
Desk/Chairs	\$ 1,000.00	\$ -	\$ 1,000.00
TOTAL EQUIPMENT COST	\$ 6,700.00	\$ -	\$ 6,700.00

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

Commodities

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Office Supplies	\$ 1,000.00	\$ -	\$ 1,000.00

TOTAL COMMODITIES COST \$ 1,000.00 \$ - \$ 1,000.00

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Travel			

* Out-of-state travel requires prior Authority approval

TOTAL TRAVEL COST
 \$ - \$ - \$

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

Contractual

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Telephone (voice mail)	\$ 379.00	\$ -	\$ 379.00
Telephone line	\$ 3,400.00	\$ -	\$ 3,400.00

TOTAL CONTRACTUAL COST \$ 3,779.00 \$ - \$ 3,779.00

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
Agreement # 2854

Consultants

Federal Amount	Match Contrib.	Total Cost
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TOTAL CONSULTANTS COST \$ - \$ - \$

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

Other Costs

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
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TOTAL OTHER COSTS \$ - \$ - \$

Exhibit B - Budget

Program Title: Services to Victims of Child Abuse
 Agreement # 2854

GRAND TOTAL

	Federal Amount	Match Contribut.	Total Cost
PERSONNEL SERVICES	\$ 70,110.00	\$ 20,397.00	\$ 90,507.00
EQUIPMENT	\$ 6,700.00	\$ -	\$ 6,700.00
COMMODITIES	\$ 1,000.00	\$ -	\$ 1,000.00
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 3,779.00	\$ -	\$ 3,779.00
CONSULTANTS	\$ -	\$ -	\$ -
OTHER COSTS	\$ -	\$ -	\$ -
TOTAL COST	\$ 81,589.00	\$ 20,397.00	\$ 101,986.00

Attachment B

BUDGET NARRATIVE: Provide a narrative explanation of the how the budgeted items are related and necessary to the project and how those costs were calculated. Refer to the instructions on the reverse side. You may use this form or recreate it on the computer.

Personnel Services:

The grant asks for funding for a Case Manager with a hard match from local funding and a .5FTE for a position of volunteer recruiter. The rate of pay for the case manager breaks as follows: \$27,480 for salary, IMRF (retirement) \$1764, Health Insurance \$1800, SS \$1720, and OT/performance of \$1757. Total salary package is \$34,521 The volunteer recruiter is to be paid hourly at \$12.3239 based on 975 hours annually, with IMRF at \$738, FICA at \$716 and health insurance prorated at \$888. Over-time is calculated at a rate of \$22 per hour for 80 hours for a total \$1,757.

Equipment:

Two computer centers and printers with 3 bids not to exceed \$5700. Desks and chairs would be purchased not to exceed \$1,000.

Commodities:

~ Paper supplies, training manuals etc., for the volunteer recruiter not to exceed \$1,000. In either of the above categories and Child Protection Network would absorb the overage.

Travel:

Contractual:

Telephone voice mail at \$7.90 per month for two years for two positions @ \$379.20. Telephone expenses estimated ratio of \$3,400 for two years as part of a \$16,000 two year telephone contract.

FOR VOCA PROGRAM

Other:

The Child Protection Network has in its budget audit expenses and annually takes care of that fee.

Members Sommer/Johnson moved the County Board approve a Request for Approval of an Amendment to Illinois Criminal Justice Information Authority Agreement for Salary Increases - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between Town of Normal ("Agency") and the McLean County Sheriff ("Sheriff") this 23rd day of May 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Ray O'Herron Co. Illinois (Vendor), for 3 (#) Second Chance Monarch II +LSC threat level II vest(s) at a cost of \$ 1,614. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest(s) to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest(s), Agency will be reimbursed 50% of its up front payment to the Sheriff.

B. Agency agrees as follows:

1. Agency shall pay to the Sheriff the amount of \$538.00 for each vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 30, 2001.**
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 30, 2001.**
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product(s) received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

Sheriff:

By: Kent Karaka
Mayor

By: [Signature]
Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: Wendell J. Briggs
Town Clerk
By: Alison K. Hoepfel
Deputy Clerk
Sheriff:

By: Peggy Ann Milton
Peggy Ann Milton
McLean County Clerk

By: David Owens
David Owens, McLean County Sheriff

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between Village of Hudson ("Agency") and the County of McLean, Illinois through the McLean County Sheriff ("Sheriff") this ____ day of _____, 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Uniform Den in Moline, Illinois (Vendor), for ²American Body Armor Extreme XT2-1 threat level IIP vest(s) at a cost of ~~\$838.00~~. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest(s) to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest(s), Agency will be reimbursed 50% of its payment to the Sheriff.

B. Agency agrees as follows:

1. Agency shall pay to the Sheriff the amount of ^{1257.00}~~\$838.00~~ for the vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 18, 2001.**
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 18, 2001.**
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to or for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the Sheriff and County of McLean and/or their Board, officers and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product(s) received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

COUNTY OF McLEAN:

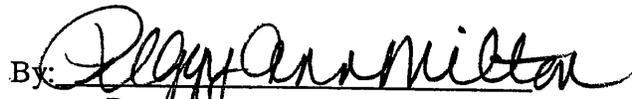
By: Malcolm M. Heimer
Mayor

By: 
Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: Sharon Wellsie
Village Clerk

By: 
Peggy Ann Milton
McLean County Clerk

SHERIFF:

By: 
David Owens, McLean County Sheriff

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between City of LeRoy ("Agency") and the County of McLean, Illinois through the McLean County Sheriff ("Sheriff") this 13th day of MAY, 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Uniform Den in Moline, Illinois (Vendor), for ~~3~~¹ American Body Armor Extreme XT2-1 threat level IIP vest(s) at a cost of ~~\$1,257.00~~^{11276.00}. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest(s) to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest(s), Agency will be reimbursed 50% of its payment to the Sheriff.

B. Agency agrees as follows:

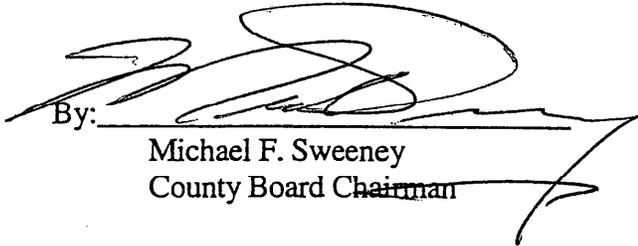
1. Agency shall pay to the Sheriff the amount of ~~\$1,257.00~~^{11276.00} for the vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 18, 2001.**
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 18, 2001.**
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to or for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the Sheriff and County of McLean and/or their Board, officers and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product(s) received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

COUNTY OF McLEAN:

By: Robert Rice
Mayor

By: 
Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: Licki Moreland Assistant City Clerk
City Clerk *clerk*

By: 
Peggy Ann Milton
McLean County Clerk

SHERIFF:

By: 
David Owens, McLean County Sheriff

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between Village of Gridley ("Agency") and the County of McLean, Illinois through the McLean County Sheriff ("Sheriff") this ____ day of _____, 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Uniform Den in Moline, Illinois (Vendor), for 1 American Body Armor Extreme XT2-1 threat level IIP vest at a cost of **\$419.00**. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest, Agency will be reimbursed 50% of its payment to the Sheriff.

B. Agency agrees as follows:

1. Agency shall pay to the Sheriff the amount of **\$419.00** for the vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 18, 2001**.
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 18, 2001**.
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to or for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the Sheriff and County of McLean and/or their Board, officers and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

COUNTY OF McLEAN:

By: Burt Kukta
Mayor

By: [Signature]
Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: Bonita L. Sherrill
Village Clerk

By: [Signature]
Peggy Ann Milton
McLean County Clerk

SHERIFF:

By: [Signature]
David Owens, McLean County Sheriff

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between Village of McLean ("Agency") and the County of McLean, Illinois through the McLean County Sheriff ("Sheriff") this 7th day of May, 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Uniform Den in Moline, Illinois (Vendor), for 1 American Body Armor Extreme XT2-1 threat level IIP vest at a cost of **\$419.00**. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest, Agency will be reimbursed 50% of its payment to the Sheriff.

B. Agency agrees as follows:

1. Agency shall pay to the Sheriff the amount of **\$419.00** for the vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 18, 2001**.
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 18, 2001**.
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to or for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the Sheriff and County of McLean and/or their Board, officers and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

COUNTY OF McLEAN:

By: Bill Bailey
Mayor

By: Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: Sandra R. Sheldon
Village Clerk

By: Peggy Ann Milton
Peggy Ann Milton
McLean County Clerk

SHERIFF:

By: David Owens
David Owens, McLean County Sheriff

INTERAGENCY AGREEMENT

THIS AGREEMENT is entered into by and between Village of Stanford ("Agency") and the County of McLean, Illinois through the McLean County Sheriff ("Sheriff") this 18 day of MAY, 2001.

A. Sheriff agrees as follows:

1. Subject to the terms and conditions of the Bulletproof Vest Partnership Grant, (Grant) the Sheriff shall place a purchase order with the Uniform Den in Moline, Illinois (Vendor), for 1 American Body Armor Extreme XT2-1 threat level IIP vest at a cost of \$419.00. The purchase order will be placed on behalf of Agency subject to the provisions of Paragraphs B, 1 and B, 2 below.
2. The Sheriff shall advise Vendor to directly ship the vest to Agency.
3. The Sheriff shall reimburse Agency an amount to be determined by the Grant and only after such amount is received by the Sheriff. For example, if the Grant reimburses 50% of the cost of the vest, Agency will be reimbursed 50% of its payment to the Sheriff.

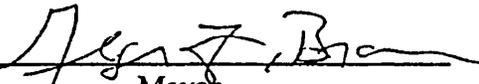
B. Agency agrees as follows:

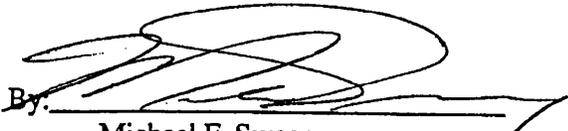
1. Agency shall pay to the Sheriff the amount of \$419.00 for the vest order placed by the Sheriff with the Vendor on behalf of the Agency. Such payment shall be made to the Sheriff **no later than May 18, 2001.**
2. Agency shall also submit to the Sheriff all required vest order and sizing forms. Such vest order and sizing forms shall be submitted to the Sheriff **no later than May 18, 2001.**
3. Agency shall save and hold harmless the Sheriff, County of McLean, and their Board, officers and employees from all liability, claims, attorney's fees, expenses, or causes of actions, resulting from claimed injury, damage, loss or loss of use to or for any person, including natural persons and any other legal entity, or property of any kind arising out of or in any way connected with this Interagency Agreement and shall indemnify the Sheriff and County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Sheriff and County of McLean, or paid for on behalf of the Sheriff and County of McLean and/or their Board, officers and employees, by insurance provided by the County of McLean.

4. In the event Agency is not satisfied with the vest product received from the Vendor for any reason, Agency agrees that actions for redress shall be directed to the Vendor or manufacturer and not the Sheriff or County of McLean.

AGENCY:

COUNTY OF McLEAN:

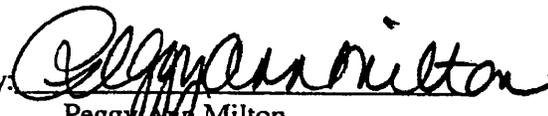
By: 
Mayor

By: 
Michael F. Sweeney
County Board Chairman

ATTEST:

ATTEST:

By: 
Shyllis Fitch
Village Clerk

By: 
Peggy Milton
McLean County Clerk

SHERIFF:

By: 
David Owens, McLean County Sheriff

Members Sommer/Kinzinger moved the County Board approve a Request for Approval of Interagency Agreements for the Bulletproof Vest Partnership Program with the Town of Normal, Village of Hudson, City of LeRoy, Village of Gridley, Village of McLean, Village of Stanford - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the General Report and Other Information is located on pages 153-189.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, presented the following:

ILLINOIS TOMORROW - Corridor Planning Grant Program Application

Please submit five (5) copies of your application. Your submittal will need to follow the outline of information detailed below

Metropolitan Planning Organization
McLean County Regional Planning Commission

Local Agency Sponsor (County or Municipality)

County of McLean

Contact person **John Mitchell, County Engineer**

Address **RR 1 Box 85
Bloomington, IL 61701**

Phone **(309) 663-9445**

Fax **(309) 662-8038**

E-mail address **jackm@mclean.gov**

Mayor/President/Chairman (of County or Municipality applicant)

Michael Sweeney, Chairman, McLean County Board

Address **701 Law and Justice Center, Bloomington, IL 61701**

Phone **(309) 888-5110**

Fax **(309) 888-5111**

Project Title **Access Management Plan: Bloomington-Normal Metropolitan Area**

Total Cost of Project (include both grant amount and local match) **\$ 40,000**

Local Match **4,000**

Source of Local Match **County of McLean**

Please provide detailed information for the following:

Project Description (Be thorough) - Include a location map if applicable

The proposed Access Management Plan will develop a model policy and standards to be considered for adoption by the County of McLean, City of Bloomington, Town of Normal, and possibly other municipalities in McLean County. The primary objectives of any access management plan are to expedite the movement of traffic and help achieve greater safety for those using the public streets and roads while meeting local access needs.

The proposed access management plan will provide local, county, and regional organizations with the means to understand how the use of access management techniques can improve the safety and efficiency of traffic flow while encouraging the use and economic development of the land which abuts the public roadways. If the principles of access management are used as a guide to planning and design of access points along a developing roadway corridor, adequate access to property can be provided and the capacity of the roadway can be maintained at a relatively low cost. If, however, the construction of access points occurs at random with little or no thought given to proper design or long-term effects, it will be very costly, perhaps impossible, to correct the situation once development along a corridor is complete. Therefore, the purpose of the proposed plan is to help ensure that access to property is properly provided along currently developing corridors and those that will develop in the future in McLean County.

The proposed access management plan will address and include the following components:

- **Legal authority**
- **Access classification**
- **Spacing of access points**
- **Tailoring access according to needs and limitations**
- **Interagency coordination**
- **Waivers**

- Limitations
- Review and adoption, and
- A model access management ordinance.

Product(s) to be Produced - (This may be a plan, a report, etc.)

A planning report containing a model access management policy and ordinance.

Current documents that this project will expand upon, update or will be inputs to this project.

This project will implement a top priority identified in both the "2025 Long Range Transportation Plan for the Bloomington-Normal Urbanized Area and Rural McLean County", and the "McLean County Regional Comprehensive Plan".

(What work has been previously completed (or underway) that this project will complement? Include in this the relationship of this project to other planning studies/construction projects.)

The proposed project relates directly to a number of current and ongoing planning studies and construction projects in McLean County. As a growing urban region, there are continuing development pressures on the fringe of the Bloomington-Normal metro area, including requests for access to arterial and collector streets and roads. These pressures have been especially intense on the eastern edge of the urban area, including the corridor along Towanda Barnes Road.

An IDOT funded study is currently evaluating transportation options for this portion of McLean County. The proposed access management plan would provide a framework for managing access for any facilities which may eventually be recommended by that study, as well as for other existing and proposed transportation facilities in the county.

Participating agencies/partners (Include an explanation of their participation)

City of Bloomington - The City will participate in the development and evaluation of an access management policy and ordinance with particular focus on standards for appropriate streets and roads located within and in proximity to the current City boundaries.

Town of Normal - The Town will participate in the development and evaluation of an access management policy and ordinance with particular focus on standards for appropriate streets and roads located within and in proximity to the current Town boundaries.

County of McLean - The County will participate in the development and evaluation of an access management policy and ordinance with particular focus on standards for appropriate roads located in the unincorporated portion of the county. McLean County will also serve as lead agency and be the grant recipient.

Project timeline. - (Give us a timeline showing your anticipated beginning and ending dates for the various phases of your project.)

The project is expected to begin January, 2002 and be completed by December, 2002.

What current issues prompted the need for this project?

- 1) East Side Corridor Feasibility Study
- 2) Rapid development in urban area

How are those needs being incorporated into this project?

The proposed project will provide a means to manage access for all major roadways in the county.

How does this project relate to and/or promote the Illinois Tomorrow Corridor Planning Grant Program goals? Specifically, address the program goals and evaluation criteria.

The proposed project is a cooperative inter-jurisdictional approach to access management designed to relieve congestion, promote highway safety, protect public and private investment and enhance accessibility to economic and recreational opportunities in central city, fringe and unincorporated areas of McLean County. A roadway constructed or upgraded with the principles of access management in mind will minimize the potential for accidents by minimizing the number of conflict points between opposing traffic flows. Drivers are provided a uniform driving environment where they are able to easily identify travel paths. Drivers are also given sufficient sight distance and reaction time to recognize and react to potential hazards.

The construction of new roadways (or the upgrade of existing roadways) that will carry relatively high volumes of traffic at higher speeds with less delay requires a significant expenditure of a community's financial resources. Private development along public roadways also requires a substantial financial investment in order to provide goods and services, recreation, and housing for a community. Extreme care must be taken to ensure that access is designed and constructed so that the gains in highway capacity are not negated by the conflicting traffic movement generated by the new development and so that access to the property is quick, convenient, and reasonable for the property's approved use.

Everyone benefits by cooperative effort to provide good access design. Not only is the public investment in the roadways protected by the application of access management techniques, but those using the abutting land and every driver using the roads where these techniques are used benefit as well. Property values remain stable or may increase along roadways which carry significant traffic volumes so long as the traffic can flow smoothly with a minimum of congestion and conflicting movement. Each driver is rewarded with lower vehicle operating costs due to smoother operations and less delay and with greater safety and comfort due to fewer conflicting traffic movements.

Members Bass/Hoselton moved the County Board approve a Request for Approval of Illinois Tomorrow Corridor Planning Grant Program Application. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF TOWANDA AND McLEAN COUNTY CONCERNING THE
RAILROAD CROSSING IMPROVEMENTS**

This Agreement is by and between the Village of Towanda (hereinafter referred to as Village) and McLean County (hereinafter referred to as "County").

WHEREAS, the VILLAGE and COUNTY are concerned about the importance of public safety at the railroad crossings on Jefferson Street (C.H. 29) and Madison Street and other streets to facilitate the closing of the Washington Street crossing in Towanda; and

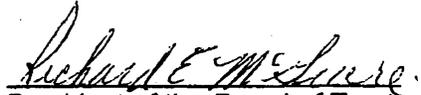
WHEREAS, the Illinois Commerce Commission has proposed Stipulated Agreement #943 to accomplish this work and;

WHEREAS, the current estimated cost of said project is \$546,800.00 of which said funds are to be reimbursed by the Illinois Department of Transportation from the Grade Crossing Protection Fund.

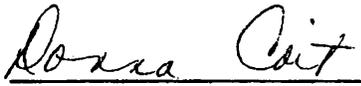
NOW, THEREFORE, to facilitate the completion of this project it is agreed by the parties as follows:

1. The Village and County agree to complete the crossing work per Stipulated Agreement #943 and according to the plans prepared by Farnsworth & Wylie
2. The Village has had the Engineering of the project performed and has purchased the necessary right-of-way for this project. These costs are to be reimbursed as soon as funds are received from the Illinois Department of Transportation.
3. The County through its Highway Department will administer the balance of the project and receive and disperse the Illinois Department of Transportation funds as necessary.
4. McLean County Highway Department will receive the bids for this project and will consult with the Village prior to the awarding of the project. McLean County Highway Department will provide an accurate accounting of all funds received and dispersed for this project.
5. Should any Local Agency funds be necessary for this project, the funds will be the responsibilities of the Local Agency with jurisdiction of the roadway for which the funds are needed.
6. McLean County will request of IDOT up front funds for payment of the contract bills.
7. The Village and County agree that they will not approve a bid that is outside the funding set up with the Illinois Commerce Commission Stipulated Agreement #943 without obtaining supplemental Commerce Commission funding.

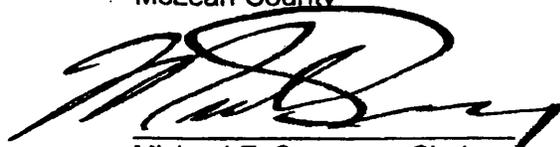
Village of Towanda


President of the Board of Trustees
Village of Towanda

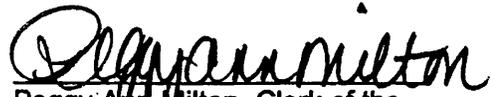
ATTEST


Village Clerk

McLean County


Michael F. Sweeney, Chairman
McLean County Board

ATTEST


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

Members Bass/Owens moved the County Board approve a Request for Approval of Intergovernmental Agreement between Village of Towanda and McLean County Concerning Railroad Improvements. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass, Chairman, presented the following:

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

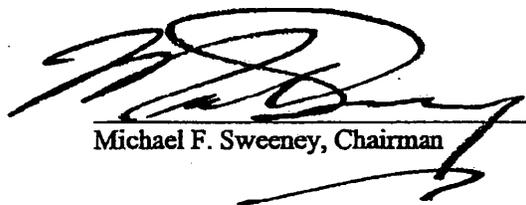
WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at a stand up meeting on June 19, 2001 for a letting held on June 14, 2001 for one (1) Bridge and Culvert project, and

WHEREAS, the Transportation Committee duly approved the bids on June 19, 2001, NOW THEREFORE,

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

2001 TBP CONSTRUCTION SECTIONS:

Danvers R. D.Sec. 94-12127-00-BR
The successful bidder for this section was Otto Baum Company, Inc. for the amount of \$362,635.25


Michael F. Sweeney, Chairman

STATE OF ILLINOIS }
 } SS
COUNTY OF MCLEAN }

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19 day of June, A.D., 2001.

[SEAL]


County Clerk

Members Bass/Nuckolls moved the County Board approve a Request for Approval of Bids from the Letting of June 14, 2001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the total report is located on pages 190-210.

Member Segobiano stated it is nice to have Member Bass back and he said that the Board should applaud Member Bass because he is leaving for a good-will trip to Cuba tomorrow.

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

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

**Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to terminate the lease agreement for 2,358 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, and enter into a new lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The initial term of this lease agreement shall commence on August 1, 2001, and terminate on December 31, 2002.

Further, it is mutually agreed by the parties that all previous leases entered into between CAC and COUNTY are hereby null and void on the date CAC occupies the office space on the 5th floor of BUILDING.

2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.

4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients.

Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.
6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. Insurance and Indemnity.

a. Covenants to Hold Harmless. CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such

insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.**

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

9. **Conduct.** CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

Page five

12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. **Hazardous Material.**

a. **Prohibition.** CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be

appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. **Assignment and Subletting.** CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. **Default.** If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

19. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:

(i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

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

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

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

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

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the

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benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
- 28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 19th day of June, 2001.

APPROVED:

Children's Advocacy Center

By: Breese Larkin
Executive Director

COUNTY OF McLEAN

By: [Signature]
Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: _____

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

CASALease01.Doc

Members Salch/Bostic moved the County Board approve a Request for Approval of Office Space Lease Agreement for Children's Advocacy Center at the McLean County Health Department Building - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400 Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

June 14, 2001

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

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the County Highway Engineer to authorize the County Highway Department to begin negotiations for the purchase of additional property immediately adjacent to the County Highway Department facilities (see attached diagram).

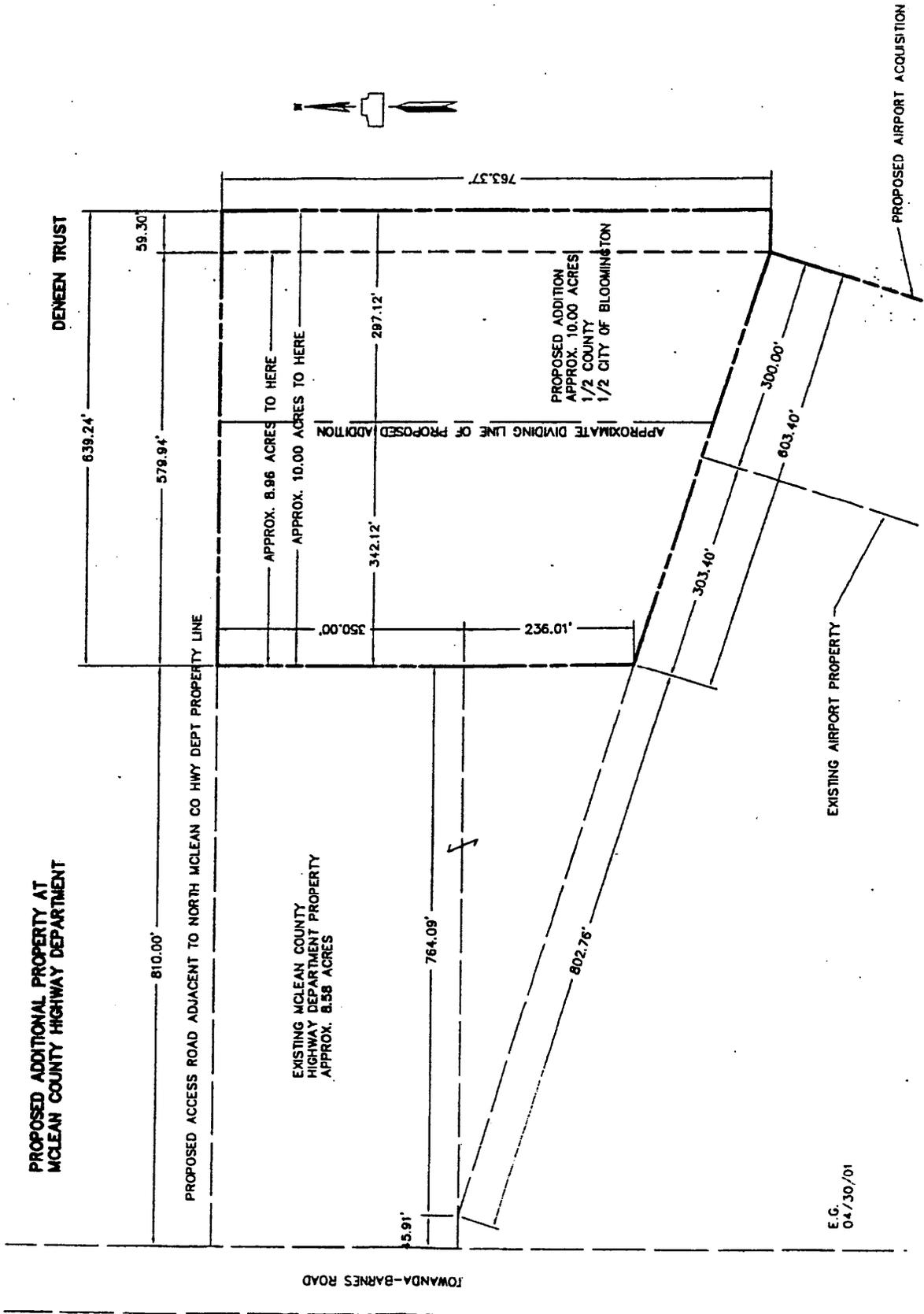
Your PROPERTY COMMITTEE herewith further recognizes that the City of Bloomington has advised the County Highway Engineer of the City's interest in acquiring additional property on the East Side near the County Highway Department facilities. Your PROPERTY COMMITTEE herewith further recommends that the County Highway Department work cooperatively with the City of Bloomington on the negotiations for the purchase of additional property immediately adjacent to the County Highway Department facilities.

Funds for the purchase of additional property have been budgeted in the Fiscal Year 2001 appropriated budget of the County Highway Department.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Shan Hoelsken Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Roy Rodman A.H. "Duffy" Ross	District #7 John J. "Jack" Polakney BA, "Sue" Berglund	District #9 Gene Salch Adam D. Kratger
District #2 McClintock W. Bill Emmett	District #4 Sue Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tom Renner	District #10 Benjamin J. Owens Bob Nuckols



Members Salch/Bostic moved the County Board approve a Request for Approval of the Request from the County Highway Engineer to authorize the Highway Department to Begin Negotiations for the Purchase of Additional Property. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the Items for Information are located on pages 229-240.

**PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY
ORDINANCE**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2001, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of June, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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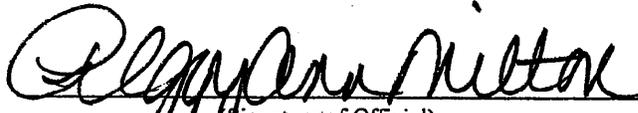
CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, Peggy Ann Milton, County Clerk
(Name of Certifying Official) (Title of Certifying Official)

do hereby certify that the attached is a true and correct copy of Ordinance/Resolution
number Prevailing Wage adopted by McLean County Board on
(Name of Public Body)
June 19, 2001
(Date of Adoption)

(Seal)



(Signature of Official)

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

Mclean County Prevailing Wage for June 2001

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		22.050	22.800	1.5	1.5	2.0	2.800	5.030	0.000	0.300
ASBESTOS ABT-GEN		HWY		22.170	22.620	1.5	1.5	2.0	2.800	5.070	0.000	0.300
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		24.000	26.000	2.0	2.0	2.0	3.700	6.100	0.000	0.150
BRICK MASON		BLD		22.230	23.730	1.5	1.5	2.0	3.350	4.850	0.000	0.250
CARPENTER		BLD		22.750	24.500	1.5	1.5	2.0	3.000	6.400	0.000	0.250
CARPENTER		HWY		23.530	24.780	1.5	1.5	2.0	3.000	6.350	0.000	0.250
CEMENT MASON		ALL		21.210	21.960	1.5	1.5	2.0	2.800	7.350	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		24.800	28.490	1.5	1.5	2.0	2.100	6.200	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		16.680	28.490	1.5	1.5	2.0	2.100	4.170	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		26.700	28.490	1.5	1.5	2.0	2.100	6.670	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		17.560	28.490	1.5	1.5	2.0	2.100	4.390	0.000	0.000
ELECTRICIAN		BLD		26.080	28.690	1.5	1.5	2.0	3.000	4.530	0.000	0.260
ELECTRONIC SYS TECH		BLD		18.150	18.650	1.5	1.5	2.0	6.040	0.550	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		24.915	28.030	2.0	2.0	2.0	4.425	2.610	1.490	0.000
FENCE ERECTOR	E	ALL		21.020	22.320	1.5	1.5	2.0	3.640	5.250	0.000	0.250
GLAZIER		BLD		20.720	21.470	1.5	1.5	2.0	3.750	5.550	0.000	0.050
HT/FROST INSULATOR		BLD		28.250	30.000	1.5	1.5	2.0	4.980	7.060	0.000	0.230
IRON WORKER	E	ALL		21.770	23.070	1.5	1.5	2.0	3.740	5.400	0.000	0.250
IRON WORKER	W	BLD		21.100	22.350	1.5	1.5	2.0	4.040	6.660	0.000	0.000
IRON WORKER	W	HWY		21.920	23.420	1.5	1.5	2.0	4.040	6.660	0.000	0.320
LABORER		BLD		21.050	21.800	1.5	1.5	2.0	2.800	5.030	0.000	0.300
LABORER		HWY		21.170	21.620	1.5	1.5	2.0	2.800	5.070	0.000	0.300
LATHER		BLD		22.750	24.500	1.5	1.5	2.0	3.000	6.400	0.000	0.250
MACHINERY MOVER	W	HWY		21.920	23.420	1.5	1.5	2.0	4.040	6.660	0.000	0.320
MACHINIST		BLD		29.300	31.050	2.0	2.0	2.0	3.200	2.100	2.020	0.000
MARBLE MASON		BLD		21.530	22.530	1.5	1.5	2.0	3.150	5.400	0.000	0.250
MILLWRIGHT		BLD		24.130	25.880	1.5	1.5	2.0	3.000	5.470	0.000	0.250
MILLWRIGHT		HWY		24.910	26.160	1.5	1.5	2.0	3.000	5.470	0.000	0.250
OPERATING ENGINEER		BLD	1	24.010	25.010	1.5	1.5	2.0	3.350	6.600	0.000	0.450
OPERATING ENGINEER		BLD	2	22.190	25.010	1.5	1.5	2.0	3.350	6.600	0.000	0.450
OPERATING ENGINEER		BLD	3	20.870	25.010	1.5	1.5	2.0	3.350	6.600	0.000	0.450
OPERATING ENGINEER		HWY	1	24.290	0.000	1.5	1.5	2.0	3.350	6.600	0.000	0.550
OPERATING ENGINEER		HWY	2	22.460	0.000	1.5	1.5	2.0	3.350	6.600	0.000	0.550
OPERATING ENGINEER		HWY	3	19.440	0.000	1.5	1.5	2.0	3.350	6.600	0.000	0.550
PAINTER		ALL		23.350	24.350	1.5	1.5	2.0	4.000	2.600	0.000	0.300
PAINTER OVER 30FT		ALL		20.500	22.000	1.5	1.5	2.0	3.300	1.500	0.000	0.000
PAINTER PWR EQMT		ALL		21.000	22.000	1.5	1.5	2.0	3.300	1.500	0.000	0.000
PAINTER SIGNS		BLD		20.920	23.540	1.5	1.5	1.5	2.720	1.350	0.000	0.000
PILEDRIIVER		BLD		23.250	25.000	1.5	1.5	2.0	3.000	6.400	0.000	0.250
PILEDRIIVER		HWY		24.030	25.280	1.5	1.5	2.0	3.000	6.350	0.000	0.250
PIPEFITTER		BLD		29.450	31.800	1.5	1.5	2.0	2.900	3.700	0.000	0.750
PLASTERER		BLD		23.750	25.410	2.0	2.0	2.0	0.000	8.000	0.000	0.000
PLUMBER		BLD		29.450	31.800	1.5	1.5	2.0	2.900	3.700	0.000	0.750
ROOFER		BLD		20.500	21.500	1.5	1.5	2.0	3.000	4.750	0.000	0.150
SHEETMETAL WORKER		BLD		23.320	24.520	1.5	1.5	2.0	3.490	6.380	0.000	0.240
SIGN HANGER	W	HWY		21.920	23.420	1.5	1.5	2.0	4.040	6.660	0.000	0.320
SPRINKLER FITTER		BLD		27.540	29.040	1.5	1.5	2.0	3.400	2.850	0.000	0.150
STEEL ERECTOR	W	HWY		21.920	23.420	1.5	1.5	2.0	4.040	6.660	0.000	0.320
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TILE MASON		BLD		21.530	22.530	1.5	1.5	2.0	3.150	5.400	0.000	0.250
TRUCK DRIVER	N	ALL	1	24.550	25.100	1.5	1.5	2.0	3.825	2.575	0.000	0.000
TRUCK DRIVER	N	ALL	2	24.700	25.100	1.5	1.5	2.0	3.825	2.575	0.000	0.000
TRUCK DRIVER	N	ALL	3	24.900	25.100	1.5	1.5	2.0	3.825	2.575	0.000	0.000
TRUCK DRIVER	N	ALL	4	25.100	25.100	1.5	1.5	2.0	3.825	2.575	0.000	0.000
TRUCK DRIVER	S	ALL	1	23.190	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000

TRUCK DRIVER	S	ALL 2	23.590	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER	S	ALL 3	23.790	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER	S	ALL 4	24.040	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000
TRUCK DRIVER	S	ALL 5	24.790	0.000	1.5	1.5	2.0	4.360	2.125	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Hc

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all

cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit;

Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower

Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump. Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers. Other Classifications of Work: For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for

wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of an Ordinance of Prevailing Wage Rates for Public Works Jobs for McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is on pages 249-259.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman presented the following:

INTERGOVERNMENTAL AGREEMENT

This agreement is entered into as of this 1st day of August, 2001, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission"), the City of Bloomington (hereinafter referred to as the "City"), the Town of Normal (hereinafter referred to as the "Town"), and the County of McLean (hereinafter referred to as the "County").

The City, Town and County do mutually agree to enter into a joint agreement with the Commission to administer a solid waste and waste reduction educational program contract for the City, Town and County.

A. Purpose of This Agreement:

The purpose of this agreement is to provide a legal framework for the Commission to administer a solid waste and waste reduction educational program for the City, Town and County. This program will include providing waste reduction educational programs to the City, Town and County and recommending actions to the County to help meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and recycle 25% of the waste generated.

B. Period of Agreement:

The period of this agreement is two (2) years, eleven (11) months, commencing August 1, 2001. This agreement may be renewed for an additional term upon approval of the City, Town, County and Commission. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

C. Services:

1. Commission

The Commission shall:

- a. provide staff to execute and administer a contract for the provision of a solid waste and waste reduction educational program for the City, Town and County;
- b. provide necessary training and other support for these and other programs previously provided by the McLean County Solid Waste Management Program;
- c. distribute quarterly progress reports to the City, Town and County (via the Solid Waste Technical Committee) and hold meetings of the Solid Waste Technical Committee twice per year or as needed to report on the progress and the administration of the contract;
- d. provide quarterly progress reports to the City, Town and County as requested.

2. City, Town and County

The City, Town and County shall:

- a. provide staff support to assist the Commission in performing the above noted services;
- b. provide funding for the project in accordance with items "D" and "E" of this agreement.

D. Project Costs:

The estimated cost for the first year of the agreement is \$75,720.00¹.

E. Cost Allocation Among Project Participants:

The cost of the project shall be allocated among the project participants as follows:

	City	Town	County	Total
Contractual services (1st Year)	\$24,040.00	\$24,040.00 ¹	\$24,040.00	\$72,120.00 ²
Management/administration (1st Year)	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Contractual services (2nd Year)	\$24,040.00	\$24,040.00 ¹	\$24,040.00	\$72,120.00 ²
Management/administration (2nd Year)	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Contractual services (3rd Year)	\$22,036.67	\$22,036.67 ¹	\$22,036.67	\$66,110.00 ²
Management/administration (3rd Year)	\$1,100.00	\$1,100.00	\$1,100.00	\$3,300.00

^{1,2} \$600 of this fee will be credited to the Town of Normal to compensate them for allowing the Ecology Action Center to use the Hewett House

² an annual cost of living increase will be added to this total after January, 2002 and January, 2003 equal to that year's consumer price index, or a maximum of three (3) percent of the annual cost (whichever is less)

The City, Town and County shall make payments to the Commission following receipt of an invoice from the Commission. It is understood by all parties that payment in support of this intergovernmental agreement is contingent upon the availability of funds through the City, Town, and County General Revenue Funds and/or the County's Waste Management Fund.

F. Commission shall save and hold the City, Town, and County, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this Agreement, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City, Town, and County, and/or its agents and employees, or paid for on behalf of City, Town, and County and/or its agents and employees, by insurance provided by City, Town, and County.

G. This agreement may be modified by the mutual consent of the parties hereto and agreed to in writing.

Richard Buchanan, Chairman McLean County Regional Planning Commission	Date	Judy Markowitz, Mayor City of Bloomington	Date
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Kem Karraker, Mayor Town of Normal	Date	Michael Sweeney, County Board Chairman County of McLean	Date
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Members Gordon/Nuckolls moved the County Board approve a Request for Approval of an Intergovernmental Agreement for the Administration of a Solid Waste/Waste Reduction Program - Regional Planning Commission. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the application for case 01-18-S has been withdrawn. He also stated the Items to be Presented for Information are located on pages 263-275 and the General Report is located on pages 276-292.

Member Sommer noted from the minutes of the meeting that Mr. Mark Dravillas is moving to Columbus, Ohio. He stated Mr. Dravillas was an asset to McLean County.

PHS

COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik introduced two summer interns working in the County Administrator's Office. He stated the summer interns provide a valuable service to the County during the busiest time of the year. The interns are Katherine Carroll, a student at Illinois Wesleyan University and Pam Deaton, a student at Illinois State University.

OTHER BUSINESS AND COMMUNICATION:

Member Bass noted the Bid Letting, which is located on 195 of the packet, was extended to Otto Baum Company, Inc. for the amount of \$362,635.25.

Members Sommer/Berglund moved the County Board approve an Ordinance of the McLean County Board Reapportioning McLean County for the Election of the County Board. Member Sorensen/Renner moved an Amendment to the Resolution replacing the District map for the rural areas outside of the City of Bloomington and the Town of Normal, which was attached to the Resolution this morning, with a map that was in the Executive Committee packet known as map C-4. Chairman Sweeney stated this solution was one of the five original solutions. Member Sorensen agreed this was one of the original solutions Mr. Trefzger refers to as the County Problem. Member Sorensen also stated this was the option the sub-committee had agreed to for some time and then ended up changing to recommend the option in the packet. Chairman Sweeney stated they agreed to this for at least two hours and then they started looking at other options. Member Sorensen stated this is the map that is most consistent with what those Districts look like today. Chairman Sweeney said that is correct. Member Pokorney stated Mr. Trefzger supplied logical mapping of Districts for Bloomington. He said he would like to benefit from some of the rationale for the rearrangement of the Bloomington districts. Member Pokorney said it doesn't look as contiguous and compact as it did in the original recommendation, and he would like to have some help understanding. Member Arnold said he would like to know which map is being considered this morning. Chairman Sweeney said Member Arnold is talking about Normal and the one in Normal is the same one that the main Motion dealt with. The one that was passed out this morning is the one that the Executive Committee approved last night. Member Arnold asked if the one that is in the packet had changes to the Red District or the Yellow District. Chairman Sweeney said no, not at this stage. What Mr. Pokorney is talking about is Bloomington. Chairman Sweeney then asked if two or three of the Members that were involved in the City of Bloomington Committee would like to speak to that issue. Member Kinzinger stated regarding the changes made in the Bloomington map, we deliberated for

2 ½ hours last night. Member Kinzinger said concern was raised about how to propose a new District 9 in the remap, which is very close to how District 9 is currently. The other concern we had is with Precinct 13, which was part of the original 9. Chairman Sweeney stated it can't be District. Member Kinzinger said Precinct 13, which is "I" on this map, is bordered right now with rural areas on three of the four sides. Precinct 21 is right in the center of Bloomington, surrounded by two other City Precincts. One of the concerns we had is that Precinct 21, a Bloomington Precinct, is now being pulled into the rural areas when it made much more sense, in our estimation, for Precincts 13 and 11, both bordering the rural areas, to become part of that rural District. Member Renner stated they had the largest caucus that was present and there were different concerns. I believe that Members from all the current Districts 7, 8, 9, and 10 had some contradictory concerns. In the end, this represents a compromise. I believe one of the concerns, for example, of the Blue District, currently District A, was that downtown Bloomington, which has traditionally been included in that District, be included, and as Member Kinzinger has pointed out, Precinct 20, which has historically been in District 9, be included in District 9. There were some other concerns about how current Districts 7 and 10 were split on the east side of Bloomington so this represented one integration that came close to balancing the different concerns and interests of the Members who were present. Member Pokorney asked if the District in the green was acceptable to all Members of the Bloomington caucus in terms of its length and narrow structure. Member Renner answered that was an issue. That did come up I believe that in fact the current District 7 contains both 23 and 22 and they look like spokes. There was some concern about that. There was a discussion that Precincts 20, 21, and 11 presumably had some sort of community of interest with Bloomington Township. There was some discussion about putting Precinct 33 in but there were some concerns with a couple of the Members about that. Varying Members had varying interests, and this was an attempt to find a compromise. These Districts are probably closer to current Districts than any of the maps that we have in front of us but they are a little messier. Member Segobiano said one common factor that we all agreed upon was Mr. Trefzger's statement to keep intact those people with common concerns, and social and economic backgrounds. These Districts more or less represent what we have today and all these Districts represent individuals with common concerns. Precinct 13 ended up in the County. It is contiguous with everything that lies out in the County but the voting Districts remain with common interests. Member Sorensen said, regarding the amendment made to the primary Motion, I should point out that on the map, the C-4 solution is not entirely accurate. It does reflect Bloomington Precincts 11, 21, 20 as Bloomington Township and that is amended based on the conversation that we are having about the Bloomington Districts right now. So graphically this map is not accurate, but numbers-wise it is very accurate.

Chairman Sweeney asked if what he was saying was 13 and 11 wouldn't work. Member Sorensen said no, what I am saying is that if you look at a graphic representation of this solution 4 map the little bumps at the top of the Bloomington Township are going to be a little bit different based on what we are talking about for the Bloomington solution. The numbers still work in terms of the over-under laws. Member Segobiano asked if they were changing any of the Bloomington proposal. Member Sorensen answered, we are because this map was based on 11, 21, and 20 being part of the County solutions, so that's how this map was drawn. What we are now talking about is 11 and 13 being part of the County solution so the little bumps at the top of the Bloomington Township, as it cuts into Bloomington, will be a little different. Member Segobiano asked if it reflects the changes at the Bloomington caucus. Member Sorensen replied that is correct. Chairman Sweeney stated if we decide on this, the changes to the maps will be done correctly. Member Owens said, on the map that was proposed, it shows Tipton Trails in the white area. There is another little white area there that has already been developed and almost finished. He said he thought those two were already annexed into the City of Bloomington and asked if they were annexed, wouldn't they be mapped into a District. Chairman Sweeney answered obviously you are very young and have very good ears because that is exactly what they were talking about up here. Member Owens stated there was a case in point with Garling Heights in Precinct 3. It was in District 10 and then Garling Heights was brought into Normal 6 so he said he was curious about how that would go. Mr. Zeunik said this is the most recent Bloomington map. It has been prepared by the Bloomington Election Commission showing the 40 Precincts. The map Bloomington has, does not include the old Tipton Farm property which was annexed into the City a year ago. Housing is under construction right now but the City Election Commission has currently not assigned that property. It is a white square right below 3 and 14. There is very little population out there because they are still building houses and the property for the most part is still undeveloped. That other strange little piece of property which is adjoining Precinct 15 and Precinct 39 is the old GE Park property which runs just east of GE Road and at this point remains outside the City. The difference between the GE Park property and the Tipton Trails property is that over time Tipton Trails will be developed and there will be population there whereas the small irregular shaped piece of property, if it continues to remain as GE Park, will not be reflected as a voting Precinct because there are no permanent residents there. It is a swimming pool, a clubhouse, and some baseball and softball diamonds. The Bloomington Election Commission will have to make a decision as to whether they will assign the Tipton Trails property to one of the contiguous Bloomington Precincts that surround it. At this point, we don't know how that is going to be assigned. You are correct it has been totally annexed into the City. Member Renner said, as a minor housekeeping chore for the record, Precinct 5 was split

by the Bloomington Election Commission before the 2000 election. There are 41 Precincts in the City of Bloomington and none of these maps reflects that. It doesn't effect any of our projections because it is all part of Precinct 5. So again, just for the record, there is a Precinct 41 as of November 2000. Member Pokorney said every so often we have an opportunity to reapportion Districts and do something that makes sense for the voting public. We had a recommendation that did that and we changed it. I asked for some rationale and I heard words like interests and concerns but I am not sufficiently convinced. Member Nuckolls asked if the Tipton Trails area will be part of District G after all is said and done. Mr. Zeunik said that is very likely. It's totally surrounded on all 4 sides by Precincts which are part of red District G and the assumption would be that the Bloomington Election Commission, when they decide to assign that to a precinct, will assign it to one of the precincts that is immediately contiguous to that property. Chairman Sweeney asked if there was any further discussion. There was none. He then called for a roll call vote for the district realignment as amended. Member Segobiano asked if this amendment would correct the realignment the City of Bloomington caucus made. Chairman Sweeney said it would not effect the proposal made by the City of Bloomington and the Town of Normal. The amendment is strictly for the rural districts. Chairman Sweeney stated the amendment that we have on the floor then is the amended Motion. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Chairman Sweeney then stated they would vote on the main Motion as amended which is the McLean County District Realignment as amended. Member Pokorney moved an amendment to revert to the redistricting as was recommended for the City of Bloomington, solution B-1. Motion died due to a lack of second. Chairman Sweeney then returned to the main Motion for the McLean County realignment as amended. Member Sorensen seconded Member Pokorney's Motion for an amendment to revert to the redistricting as recommended for the City of Bloomington. Member Sorensen stated he wanted to hear Member Pokorney's reasons to change it back. I would like to give him an opportunity to tell us if he feels strongly that there are reasons. Chairman Sweeney allowed the second. Member Pokorney stated he was not accusing the Bloomington Caucus of not having good reasons, he said he did not hear anything other than interests and concerns. He said what we had before, in terms of this recommendation of solution number B-1, prevented a logical grouping of the precincts in a way that put voters together in neighborhoods and in changing it we created one horrible district that is very long, and very narrow, and if the purpose is to keep groups of people together, I don't think this accomplishes that. Member Segobiano stated Member Pokorney said he heard nothing that really enlightened him as to the results of our decision but I don't think we're willing to sit here for another 2 ½ hours and reiterate every word and every reason that we had. I feel very comfortable that those of us who were

there, and there was a considerable number from Bloomington, all had input and, based on good sound judgment, came back to the Executive Committee with our unanimous recommendations. Member Sommer stated in support of Member Pokorney that it's obvious by the map that it does lack the contiguity that the original proposition had. There is no argument about that. It's longer, narrower, and not concise. Chairman Sweeney called for a vote on the amended Motion made by Pokorney and seconded by Sorensen. Members Sommer and Pokorney voted aye, the rest nay. Chairman Sweeney stated they were now back to the main Motion as amended, the McLean County district realignment as amended. Chairman Sweeney announced that the Chairman would vote. Clerk Milton shows the roll vote as follows: Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-no, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Berglund-yes, Bostic-yes, Emmett-yes, Sweeney-yes. Motion carried nineteen to one. Chairman Sweeney thanked Bob Trefzger from State Farm for an outstanding job.

The Ordinance and Legal Descriptions are as follows:

FILED
McLEAN COUNTY, ILLINOIS

JUN 27 2001

Deborah A. Nelson
COUNTY CLERK

AN ORDINANCE OF THE McLEAN COUNTY BOARD
REAPPORTIONING McLEAN COUNTY FOR
THE ELECTION OF THE COUNTY BOARD

WHEREAS, the provisions of *55 Illinois Compiled Statutes 5/2-3002 et. seq.* require that the County Board shall by July 1, 1971 and each ten years thereafter reapportion the County; and,

WHEREAS, the County Board is therefore required to accomplish such reapportionment by July 1, 2001; and,

WHEREAS, the McLean County Board has studied the matter of reapportionment pursuant to the aforesaid statute and has enumerated with specificity its collective judgment on various matters required by statute to be determined in connection with such reapportionment; now, therefore,

BE IT ORDAINED that McLean County be and is hereby reapportioned in conformity with the requirements of the aforesaid statute, the requirements imposed by various court decisions as follows:

5.01 SIZE OF THE COUNTY BOARD: The McLean County Board, hereinafter called "the Board" shall be comprised of twenty (20) members.

5.02 COUNTY BOARD DISTRICTS: For the purpose of electing members of the Board in 2002 and in succeeding years until the County is again reapportioned, the County of McLean is reapportioned into ten (10) districts, with two (2) Board members to be elected from each district. The descriptions of said districts being as shown on the attached maps of the Board districts and 2000 population data exhibits listed by township and/or voting precinct, which are incorporated herein as a part of this Ordinance.

5.03 ELECTION OF MEMBERS OF THE BOARD: The election of the members of the McLean County Board shall be held on the first Tuesday after the first Monday in November, 2002, and on the first Tuesday after the first Monday in November in each even numbered year thereafter. The Board shall elect a Chairman from among the duly elected members of the Board as such Board is constituted by the terms of this Ordinance, said Chairman to be elected for a two (2) year term. In years of a County Board election, the initial meeting of the Board and the election of officers shall be held on the first Monday in December.

(2)

5.04 TERM OF OFFICE: The terms of office of County Board members shall commence on the first Monday of the month following the month of their election to the Board. Twenty (20) members shall be elected on the first Tuesday after the first Monday in November of 2002. Ten (10) members, one of such members being from each district, shall serve a term of two (2) years, and ten (10) members, one of such members being from each district, shall serve a term of four (4) years. Their successor shall serve a term of four (4) years. The identity of those members serving the respective two (2) and four (4) year terms shall be determined by lot among the members, said lots to be drawn at 9:00 a.m. on the first Monday in December, 2002, in the Room in which County Board meetings are regularly held. The McLean County Clerk holding office at that time shall supervise said drawing.

5.05 COMPENSATION: The members of the Board, including the Chairman, shall be compensated at an annual salary fixed by the Board at the time the Board adopts the Combined Annual Appropriation and Budget Ordinance for McLean County. In addition thereto, the members of the Board shall receive a mileage allowance as fixed by Statute or as determined by the Board. If the Board desires to change the basis of payment or the amount of compensation before the next reapportionment, it may do so by Ordinance, provided that such changes shall not take effect during the term for which any incumbent Board members have been elected.

5.06 AMENDMENT TO THIS ORDINANCE: The Board elected pursuant to the provisions of this Ordinance shall have the authority to determine from time to time all terms and provisions hereof in accord with the collective judgment provided that any and all changes made in this Ordinance shall not include an alteration in the size of the Board or in the Districts provided herein and further provided that any other matter related hereto which may be considered for change by the Board may be changed pursuant to the Statutory Authority of the State of Illinois.

5.07 LEGAL DESCRIPTIONS OF THE COUNTY BOARD DISTRICTS: The County Administrator and First Civil Assistant State's Attorney are hereby directed to prepare complete legal descriptions of the ten (10) County Board districts as shown on the attached maps of the Board districts. The legal descriptions of the County Board districts shall be filed with the County Clerk's Office and with the City of Bloomington Election Commission.

5.08 SEVERABILITY: If any provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect with the invalid provision clause or application and to this end the provisions of the Ordinance are declared to be severable.

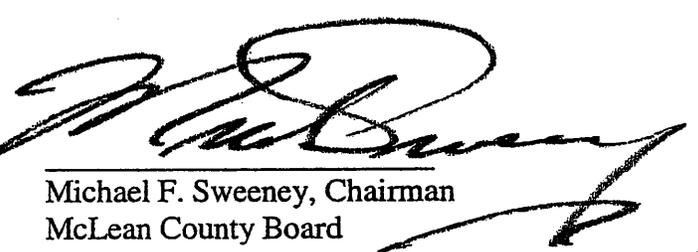
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ADOPTED by the County Board of McLean County, Illinois this 19th day of June, 2001.

ATTEST:

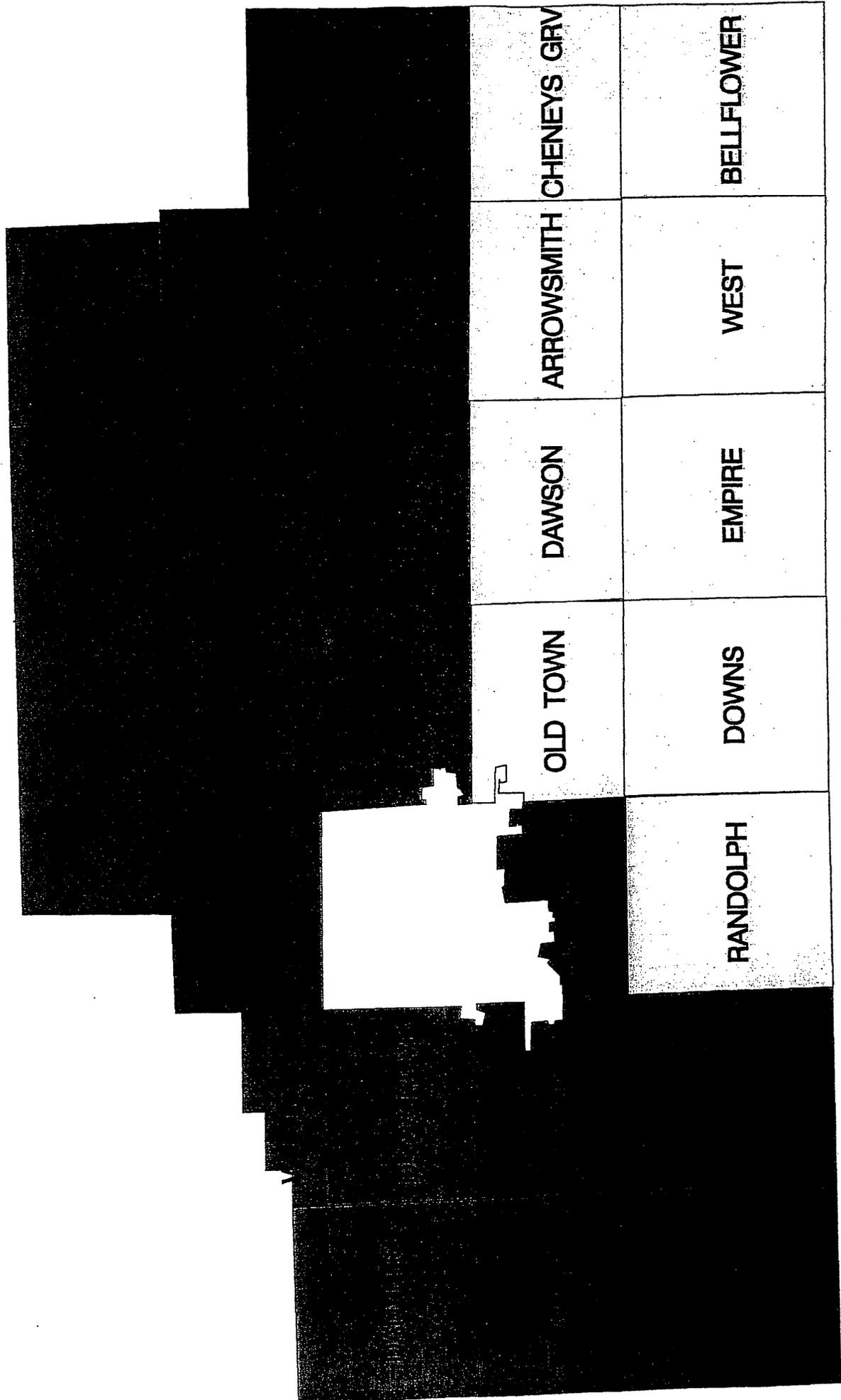
APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

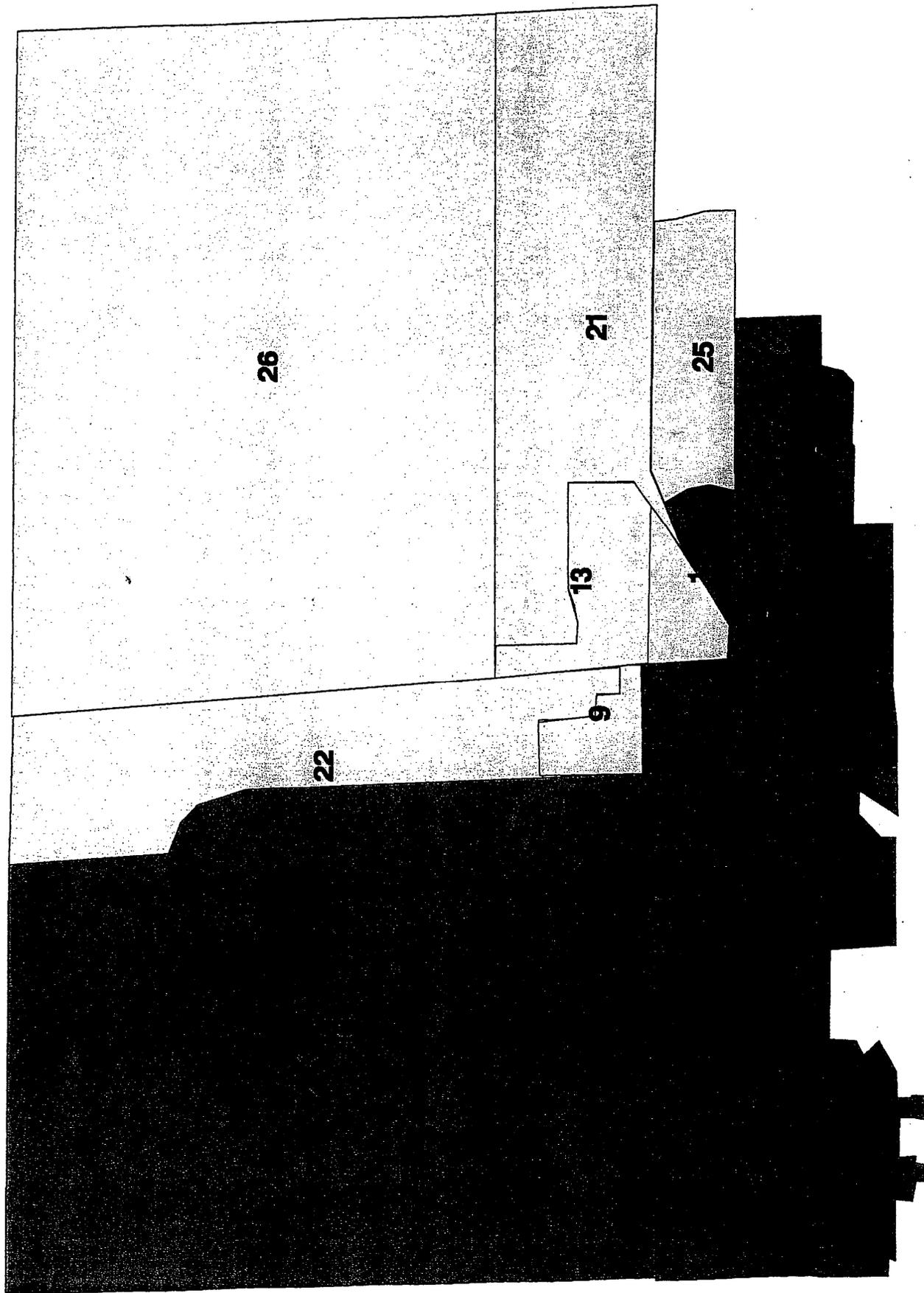
MCLEAN COUNTY, ILLINOIS DISTRICT REALIGNMENT - 2001

NON-TWIN CITY DISTRICTS
 CANDIDATE SOLUTION NUMBER=C-4



MCLEAN COUNTY, ILLINOIS DISTRICT REALIGNMENT -- 2001

NORMAL DISTRICTS



DISTRICT

■	D
▨	E
■	F

<u>DISTRICT</u>	<u>POPULATION</u>	<u>POP PCT</u>	<u>PRECINCT -- POPULATION</u>
DISTRICT G	15,780	26.2	PCT 03 1,228
			PCT 10 1,629
			PCT 14 1,585
			PCT 25 1,318
			PCT 32 1,584
			PCT 33 1,369
			PCT 34 1,380
			PCT 36 1,581
			PCT 37 860
			PCT 38 1,220
PCT 39 584			
PCT 40 1,442			
DISTRICT H	14,617	24.3	PCT 08 723
			PCT 09 2,050
			PCT 15 1,546
			PCT 16 2,412
			PCT 24 1,617
			PCT 27 1,391
			PCT 28 1,148
			PCT 29 1,124
			PCT 30 699
			PCT 31 1,907
			DISTRICT I
PCT 12 2,332			
PCT 17 1,008			
PCT 18 1,673			
PCT 19 1,211			
PCT 20 1,439			
PCT 21 1,452			
PCT 22 1,536			
PCT 23 2,093			
PCT 35 1,098			
DISTRICT J	14,335	23.8	
			PCT 04 3,035
			PCT 05 2,830
			PCT 06 2,766
			PCT 07 1,941
			PCT 26 2,361

LEGAL DESCRIPTION OF COUNTY BOARD DISTRICTS: JUN 27 2001
2000 CENSUS REAPPORTIONMENT

Edylynn Milton
COUNTY CLERK

In the following district descriptions, district boundaries along streets, roads, highways, or railroads shall be the center lines thereof, except that when a boundary follows a corporate limit line along such street, road, highway or railroad, the district boundary shall be deemed to be such corporate limit line. District boundaries described as corporate limit lines or township boundary lines shall be such lines as they exist on the date of adoption of this ordinance.

DISTRICT #1

All of the following townships: Gridley, Chenoa, Yates, White Oak, Hudson, Money Creek, Lexington, Lawndale, Cropsey, Blue Mound, Martin, Anchor and Towanda, except for those portions lying within City of Bloomington Voting Precinct #37.

DISTRICT #2

All of the following townships: Dawson, Arrowsmith, Cheneys Grove, Randolph, Downs, Empire, West, Bellflower and Old Town, except for those portions lying within City of Bloomington Voting Precinct #40.

DISTRICT #3

All of the following townships: Danvers, Allin, Mount Hope, Funks Grove, Bloomington, Dale, except for those portions lying within City of Bloomington Voting Precincts #7 and #35; Dry Grove, except for those portions lying within City of Bloomington Voting Precinct #7; and the following City of Bloomington Voting Precincts:

Voting Precinct #11: Beginning at the intersection of Mercer Avenue and Veterans Parkway, follow Veterans Parkway north to East Oakland Avenue. Continue east down the centerline of Oakland Avenue to Hershey Avenue. Follow on south along the centerline of Hershey Avenue to where it joins the corporate city limits. Continue following the corporate city limit line south and west along the Norfolk and Southern Railroad tracks. Continue following the corporate city limit line across U.S. Highway 150 at Rhodes Lane. Then east along Rhodes Lane to a line drawn directly south from Mercer Avenue. Follow the Mercer Avenue line north back to the point of beginning.

Voting Precinct #13: At the intersection of Veterans Parkway and South Main Street (U.S. Highway 51) proceed east along Veterans Parkway to the Conrail Railroad and the corporate city limit line. Follow the corporate city limit line south along Bunn Street, west across Hamilton Road and then continue following the corporate city limit line south and west around Prairie Vista Golf Course then east and north back to Veterans Parkway. Follow Veterans Parkway east back to the point of beginning.

(2)

DISTRICT #4

That part of Normal Township and the Town of Normal described as follows: Beginning at the southwest intersection of the Normal Township corporate limit line and extending north along the corporate limit of Normal Township to the northern corporate limit line of the Township, then extending east along the corporate limit line of the Township to 1425 East Road. Thence extending south along 1425 East Road to Main Street (U.S. Highway 51) and extending south along Main Street to the intersection of Main Street and Gregory Street. Thence extending west along Gregory Street to the intersection with Adelaide Street. Thence extending south along Adelaide Street to the intersection with College Avenue. Thence extending east along College Avenue to the intersection with University Street. Thence extending south on University Street to the intersection with Beaufort Street. Thence follow Beaufort Street south and west to the intersection with Main Street (U.S. Highway 51). Thence extending south on Main Street to the intersection with Division Street. Thence follow Division Street west along the city corporate limit line to Cottage Avenue. Thence follow Cottage Avenue north along the city corporate limit line and then follow the city corporate limit line west back to the point of beginning.

DISTRICT #5

That part of Normal Township and the Town of Normal described as follows: Beginning at the intersection of Main Street (U.S. Highway 51) with east Gregory Street and proceeding north on Main Street (U.S. Highway 51) to 1425 East Road and thence extending north on 1425 East Road to the corporate line limit of Normal Township. Thence extending east along the corporate line limit of Normal Township to the northeast intersection of the Normal Township corporate line limit. Thence extending south along the eastern corporate line limit of Normal Township to the intersection with Fort Jesse Road. Thence extending west along Fort Jesse Road to the intersection with Hershey Road. Thence follow Hershey Road south to the intersection with College Avenue. Thence follow College Avenue east to the intersection with Blair Drive. Thence extending north and west along Blair Drive to the intersection Willow Street. Thence follow Willow Street east to the intersection with the Illinois Central Gulf Railroad. Thence extending south and west along the Illinois Central Gulf Railroad to the intersection with College Avenue. Thence extending west along College Avenue to the intersection with the Constitution Trail. Thence follow Constitution Trail north to the intersection with east Gregory Street. Thence extending west along east Gregory Street back to the point of beginning.

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DISTRICT #6

That part of Normal Township and the Town of Normal described as follows: Beginning at the intersection of Division Street and Main Street (U.S. Highway 51) and extending north along Main Street (U.S. Highway 51) to the intersection with Beaufort Street. Thence extending north and east along Beaufort Street to the intersection with University Street. Thence extending north along University Street to the intersection with College Avenue. Thence extending west along College Avenue to the intersection with Adelaide Street. Thence following Adelaide Street north to the intersection with Gregory Street. Thence extending east along west Gregory Street to the intersection with Main Street (U.S. Highway 51). Thence extending north along Main Street (U.S. Highway 51) to the intersection with east Gregory Street. Thence extending west along east Gregory Street to the intersection with the Constitution Trail. Thence following the Constitution Trail south to the intersection with College Avenue. Thence following College Avenue east to the intersection with the Illinois Central Gulf Railroad and following the Illinois Central Gulf Railroad to the railroad crossing at Willow Street. Thence extending from the railroad crossing at Willow Street east along Willow Street to the intersection with Blair Drive. Thence extending south along Blair Drive to the intersection with College Avenue. Thence extending east along College Avenue to the intersection with Veterans Parkway. Thence extending south along Veterans Parkway to the intersection with Vernon Avenue. Thence extending west along Vernon Avenue to the intersection with Towanda Avenue and following Towanda Avenue south and west to the intersection with Jersey Avenue. Thence extending west on Jersey Avenue to the Town of Normal town corporate line limit and following the town corporate line limit to the southeast corner intersection of the Town of Normal town corporate line limit. Thence extending along the south Town of Normal town corporate line limit to Division Street and thence extending west along Division Street back to the point of beginning.

DISTRICT #7

That part of the City of Bloomington beginning at the intersection of Croxton Avenue and the abandoned railroad proceed north along the abandoned railroad right-of-way to the intersection with Washington Street. Thence extending west along Washington Street to the intersection with McLean Street and thence extending north along McLean Street to Jefferson Street. Thence extending west along Jefferson Street to the intersection with Main Street (U.S. Highway 51). Thence extending north along Main Street (U.S. Highway 51) to the intersection with Mulberry Street and thence extending east along Mulberry Street to East Street. Thence extending north along East Street to the intersection with Walnut Street. Thence extending east along Walnut Street to the intersection with the Constitution Trail and thence following the Constitution Trail north to the intersection with Division Street. Thence extending east along Division Street to

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the City of Bloomington city corporate line limit and thence the city corporate line limit north to the intersection with Jersey Avenue. Thence extending east along Jersey Avenue to the intersection with Towanda Avenue. Thence extending north and west along Towanda Avenue to the intersection with Vernon Avenue and thence following Vernon Avenue east to the intersection with Veterans Parkway. Thence extending north on Veterans Parkway 120 feet along the city corporate limit line and then draw a line to join the city corporate line limit at the west edge boundary of GE Employees Park. Thence follow the city corporate line limit south to the intersection with General Electric Road. Follow General Electric Road east to a line projected north from Ridgeport Avenue. Thence follow this line south to the intersection with Ridgeport Avenue and Rainbow Avenue. Thence extending east along Rainbow Avenue to the intersection of Rainbow Avenue and Hershey Avenue. Thence extending north along Hershey Avenue to a point 20 feet north of Rainbow Avenue. Proceed on a line drawn directly east to an intersecting point 45 feet west of Vladimir Drive and 75 feet south of the centerline of General Electric Road. Thence from this point follow a projected line drawn south to the intersection with Empire Street. Thence extending west on Empire Street to the intersection with Veterans Parkway. Thence extending south on Veterans Parkway to the intersection with Oakland Avenue. Thence extending west along Oakland Avenue to the intersection with Mercer Avenue and proceed north along Mercer Avenue to the intersection of Mercer Avenue and Grove Street. Thence extending west on Grove Street to the intersection with McGregor Street. Thence extending south along McGregor Street to the intersection with Croxton Street. Thence extending west on Croxton Street back to the point of beginning.

DISTRICT #8

That part of the City of Bloomington beginning at the southwestern corner of the City of Bloomington corporate city line limit at the intersection with Interstate 55. Thence extending north and east along Interstate 55 to the western boundary corporate city line limit. Thence continue to follow the western boundary corporate city line limit north and east to its intersection with Olive Street and St. Mary's Cemetery. Thence continue west along the southern and then western boundary of the corporate city line limit. Follow the western boundary of the corporate city line limit to the intersection with Empire Street (Illinois Highway 9). Thence extending east on Empire Street (Illinois Route 9) to the southwest corner boundary of the McLean County Farm Bureau property. Thence extending north along the western boundary of the corporate city line limit to the northern boundary of the corporate city line limit. Thence following the northern boundary of the corporate city line limit east to its intersection with White Oak Road. Thence extending south and east along White Oak Road following the corporate city line limit line south and then west and then east and back to the northern most boundary of the corporate city line limit. Thence following the northern most boundary of the corporate city line limit

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east to its intersection with Cottage Avenue and thence proceeding south on Cottage Avenue to its intersection with Division Street. Thence extending east along Division Street following the northern most boundary of the corporate city line limit to the intersection of Division Street and Constitution Trail. Thence extending south along the Constitution Trail to its intersection with Walnut Street. Thence extending west along Walnut Street to its intersection with East Street. Thence extending south along East Street to its intersection with Jefferson Street. Thence extending east on Jefferson Street to its intersection with McLean Street. Thence extending south along McLean Street to its intersection with Jackson Street. Thence following Jackson Street west to its intersection with Albert Street and then proceed south on Albert Street to the CONRAIL railroad right-of-way. Thence extending northwesterly along the CONRAIL right-of-way to Main Street (U.S. Highway 51). Thence extending south on Main Street (U.S. Highway 51) to its intersection with Wood Street. Thence extending west on Wood Street to its intersection with Mason Street. Thence following Mason Street north to its intersection with the CONRAIL railroad right-of-way. Thence following the CONRAIL right-of-way north and west to its intersection with Washington Street and Lumber Street. Thence extending south and west along Lumber Street following the city corporate line limit to the south, west and east and then back to the south and east back to the beginning point.

DISTRICT #9

That part of the City of Bloomington beginning at the intersection of Veterans Parkway and Cabin Town Road and proceeding south along Veterans Parkway following the southern most boundary of the city corporate line west to the city corporate limit line. Thence proceeding north along the western most boundary of the city corporate limit line to the point where the city corporate limit line intersects with Six Points Road. Thence proceeding east on Six Points Road to a point where the boundary of the city corporate limit line proceeds south, west and east to a point where it intersects with Fox Creek Road. Thence extending east along Fox Creek Road to Cabin Town Road. At the intersection of Cabin Town Road and the Chicago, Missouri and Western railroad tracks follow the boundary of the city corporate line limit to the south, east, and then back to the north where the boundary of the city corporate limit line intersects with Six Points Road. Thence extending east along Six Points Road and following the western most boundary of the city corporate limit line to the intersection of Wood Street and the Chicago, Missouri and Western railroad tracks. Thence extending north and east along the Chicago, Missouri and Western railroad to the intersection with the CONRAIL railroad. Thence extending south and east along the CONRAIL railroad to its intersection with Mason Street. Thence extending south along Mason Street to its intersection with Wood Street and thence following Wood Street east to its intersection with Main Street (U.S. Highway 51). Thence following Main Street (U.S. Highway 51) north to the CONRAIL

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railroad tracks and thence proceeding south and east along the CONRAIL railroad tracks to Albert Street. Thence extending north on Albert Street to its intersection with Jackson Street. Thence extending east on Jackson Street to its intersection with McLean Street. Thence extending north on McLean Street to its intersection with Washington Street. Thence extending east on Washington Street to its intersection with the abandoned railroad right-of-way. Thence extending south along the abandoned railroad right-of-way to its intersection with Croxton Avenue. Thence extending east on Croxton Street to McGregor Street and then following McGregor Street north to its intersection with Grove Street. Thence extending east on Grove Street to its intersection with Mercer Avenue and then following Mercer Avenue south to its intersection with Oakland Avenue. Thence extending east on Oakland Avenue to its intersection with Veterans Parkway. Thence extending south and west along Veterans Parkway and to a line projected south from Mercer Avenue to the intersection with the boundary of the city corporate limit line 300 feet south of the centerline of Hamilton Road. Thence extending west along the boundary of the city corporate limit line across Morrissey Drive and then north across Hamilton Road to Veterans Parkway. Thence extending west along Veterans Parkway following the boundary of the corporate city limit line to Bunn Street. Thence extending south on Bunn Street to the boundary of the corporate city limit line and follow the boundary of the corporate city limit line to the west to the intersection of Lafayette Street with the CONRAIL railroad tracks. Thence extending south and east along the CONRAIL railroad tracks following the boundary of the corporate city limit line south to Veterans Parkway. Thence extending west along Veterans Parkway to the boundary of the corporate city limit line and follow the boundary of the corporate city limit line south and then west across Morris Street and extending west and then south along the boundary of the corporate city limit line. Thence following the boundary of the corporate city limit line continue west back to the beginning point.

DISTRICT #10

That part of the City of Bloomington described as follows: Beginning at the intersection of Ireland Grove Road and Hershey Avenue, proceed north on Hershey Road to the intersection with Oakland Avenue. Thence extending west on Oakland Avenue to the intersection with Veterans Parkway and thence following Veterans Parkway north to the intersection with Empire Street (Illinois Highway 9). Thence extending east on Empire Street (Illinois Highway 9) to a proposed line which extends north to a point 20 feet north of Rainbow Avenue and 45 feet west of Vladimir Drive. Thence extending west to Hershey Road and then following Hershey Road south to Rainbow Avenue. Thence extending west on Rainbow Avenue to its intersection with Ridgeport Avenue. Thence extending north along a line projected north from Ridgeport Avenue to where the line intersects with General Electric Road. Thence extending east along General Electric Road to its intersection with Hershey Road. Thence extending north on Hershey Road

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and following the boundary of the city corporate limit line to the west to Veterans Parkway. Thence extending north on Veterans Parkway to the intersection with College Avenue and following College Avenue east to its intersection with Hershey Avenue. Thence extending Hershey Avenue north to its intersection with Fort Jesse Road. Thence extending east along Fort Jesse Road to its intersection with Airport Road. Thence following Airport Road south 90 feet to the boundary of the corporate city limit line. Thence follow the boundary of the city corporate limit line east 170 feet. At this point, thence extending north on a proposed line to Fort Jesse Road. Thence extending east on Fort Jesse Road to the northeastern most boundary of the corporate city limit line. Thence extending south following the eastern most boundary of the corporate city limit line as far east as Towanda Barnes Road and then continuing to follow the eastern most boundary of the corporate city limit line south and then back to the west where it intersects with Airport Road. Thence extending south along Airport Road to its intersection with Empire Street (Illinois Highway 9). Thence continuing to extend south on a straight line drawn from the intersection of Airport Road and Empire Street (Illinois Highway 9) following the boundary of the corporate city limit line to where it intersects with Oakland Avenue. Thence extending east along Oakland Avenue following the boundary of the corporate city limit line to Towanda Barnes Road and then proceeding south on Towanda Barnes to the southeastern most boundary of the corporate city limit line. Thence extending west following the boundary of the corporate city limit line to where it intersects with Streid Drive. Thence extending south along Streid Drive to the intersection with Ireland Grove Road. Thence extending west following the southern most boundary of the corporate city limit line and then proceeding north along the boundary of the corporate city limit line to a point where the line intersects with White Eagle Drive. Thence extending west following the southern most boundary of the corporate city limit line and then continuing to follow the boundary of the corporate city limit line south to where it intersects with Ireland Grove Road. Thence extending west on Ireland Grove Road back to the beginning point.

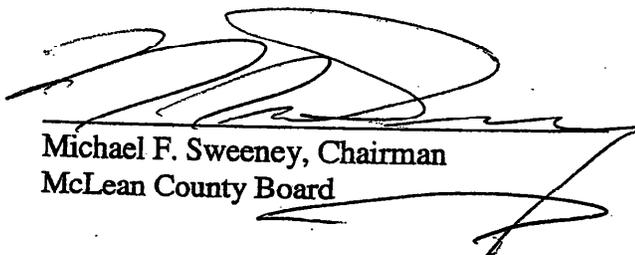
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

June 19, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$322,096.61	\$322,096.61
Finance		\$464,269.90	\$464,269.90
Human Services		\$371,952.37	\$371,952.37
Justice	\$13,322.24	\$1,118,514.67	\$1,131,836.91
Land Use		\$16,099.96	\$16,099.96
Property		\$174,897.44	\$174,897.44
Transportation		\$312,370.43	\$312,370.43
Health Board		\$312,951.69	\$312,951.69
T.B. Clinic		\$16,034.94	\$16,034.94
Disability Board		\$45,250.01	\$45,250.01
Total	\$13,322.24	\$3,154,438.02	\$3,167,760.26


Michael F. Sweeney, Chairman
McLean County Board

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

Members Bostic/Renner moved for adjournment until Tuesday, July 24, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:49 a.m.

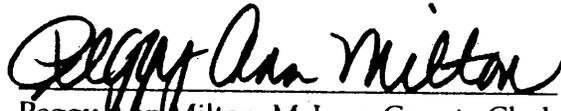
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of June, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of July, 2001.


Peggy Ann Milton, McLean County Clerk